

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
February 13, 2018
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Housing Authority, 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 – Potential Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in three potential cases.

The City Attorney requested that these items be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. 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,

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

City of Oxnard internet address: www.oxnard.org.

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.

F. 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.

G. 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.

H. 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.

I. 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.

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).

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

City Treasurer Department

2. SUBJECT: Update on the Stale Dated Checks and Filed Claims.

RECOMMENDATION: That the Council receive and file this item.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: 385-7808

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.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

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.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

K. REPORTS

Housing Department

1. SUBJECT: Relocation Plan for Las Cortes Phase III. (10/25/15)

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.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

City Clerk Department

2. SUBJECT: Approval of Contracts and Payments Pertaining to the City of Oxnard Special Election. (10/30/15)

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.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

Economic Development Department

3. SUBJECT: Amendment to the Esplanade Shopping Center Agreement Affecting Real Property (5/10/10)

RECOMMENDATION: That the Successor Agency:

1. Adopt a Resolution 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.

Legislative Body: SA

Contact: Kymberly Horner

Phone: 385-7407

L. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: February 13, 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, 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. 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).

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

Agreements for City Council Review.
February 13, 2018
Page 2

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 February 13, 2018

City Manager Contract List for 02/13/2018

Contracts from \$25,000 to \$250,000

A High Tech Task Force Agreement

Vendor: Ventura County Sheriff's Department
Type: Original Agreement
Agreement No.: 8124-17-PO
Amendment No.: N/A
Purchase Order No.: 3745
Begin Date: 07/01/2017
End Date: 06/30/2018
Term: 1 Year

Amount to be Approved:
Current FY Amount: \$91,594
Total Contract Amount: \$91,594
Funding Source: General Fund
Vendor Selection Process: Government Entity
of Bids/Proposals/Quotes: N/A
Project Manager: Commander Sharon Giles
Department: Police Department
Telephone: 805-385-7620
Email: sharon.giles@oxnardpd.org

Purpose:

Staff is requesting authorization to enter into an Agreement with the Ventura County Sheriff's Department (8124-17-PO) in the amount of \$91,594 for High Tech Task Force services. The investigation of high technology crimes has been growing at an alarming rate over the past few years and the City of Oxnard and the County of Ventura have been working together to combat the growing problem.

The agreement reimburses the Ventura County Sheriff's Department for a portion of the salary and benefits associated with services rendered by the Southern California High Tech Task Force - Ventura County. The High Tech Task Force is responsible for the forensic examination of all types of digital evidence which includes computers, phones, and video recorders. This agreement helps fund three (3) Office Systems Coordinators which is based on a percentage of county population (Oxnard is currently at 24.23% of the county population).

Each City in Ventura County contributes a percentage of costs for these positions based on the population of their respective jurisdictions. The Southern California High Tech Task Force is the only agency in Ventura County that can provide this service to law enforcement.

This FY 17-18 agreement is being processed in late January due to a delay in the ratification of the Memorandum of Understanding (MOU) between all involved parties. The HTTF MOU was signed by all involved parties on January 18, 2018. The City of Oxnard is the only party that has an agreement amount over \$50,000 which results in Oxnard being only party that needs a contract signed by a governing body.

City Manager Contract List for 02/13/2018

Contracts from \$25,000 to \$250,000

B Semi-Annual Groundwater Extraction Fees

Vendor:	Fox Canyon Groundwater Management Agency	Amount to be Approved:	\$45,055
Type:	Purchase Order	Current FY Amount:	\$45,055
Agreement No.:		Total Contract Amount:	\$45,055
Amendment No.:	N/A	Funding Source:	Water Operating Fund (601-6001-843-8143)
Purchase Order No.:	6674	Vendor Selection Process:	Government Entity
Begin Date:	07/01/2017	# of Bids/Proposals/Quotes:	N/A
End Date:	12/31/2017	Project Manager:	Omar Castro
Term:	6 months	Department:	Public Works/Water Division
		Telephone:	805-276-5194
		Email:	omar.castro@oxnard.org

Purpose:

The Fox Canyon Groundwater Management Agency (FCGMA) is an independent special district, separate from the County of Ventura or any city government, created by the California Legislature charged with overseeing Ventura County's groundwater resources. FCGMA manages and protects both confined and unconfined aquifers within several groundwater basins underlying the southern portion of Ventura County.

FCGMA Fees are due semi-annually, as established by Resolution. The extraction fee is \$6.00 per acre-foot per Resolution No. 2014-02 and the sustainability fee is \$6.50 per acre-foot per Resolution No. 2016-03. Revenues from extraction charges are used exclusively for authorized Agency purposes, including financial assistance to support Board approved water supply, conservation, monitoring programs and water reclamation projects that demonstrate significant reductions in overdraft.

C State Mandated Water System Fees

Vendor:	State Water Resources Control Board	Amount to be Approved:	\$73,489
Type:	Purchase Order	Current FY Amount:	\$73,489
Agreement No.:		Total Contract Amount:	\$73,489
Amendment No.:	N/A	Funding Source:	Water Operating Funds (601-6010-846-8371)
Purchase Order No.:	6686	Vendor Selection Process:	Government Entity
Begin Date:	07/01/2017	# of Bids/Proposals/Quotes:	N/A
End Date:	06/30/2018	Project Manager:	Omar Castro
Term:	1 year	Department:	Public Works/Water Division
		Telephone:	805-276-5194
		Email:	omar.castro@oxnard.org

Purpose:

The Drinking Water Program is mandated by the California Legislature to ensure all public water systems providing service to California are in compliance with Safe Drinking Water Act standards.

The Program's main responsibilities are issuing permits to drinking water systems, inspecting water systems, reviewing and approving proposed treatment facilities, monitoring water quality, setting and enforcing drinking water standards and requirements, and administering drinking water infrastructure grants and loans. The State Water Board establishes the annual fees that must be paid by all public water systems. The fees for the community water systems is established based on the number of service connections. The fees are set forth in Title 22, California Code of Regulations Section 64305.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: February 13, 2018

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Update on the Stale Dated Checks and Filed Claims.

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, 385-7808

RECOMMENDATION:

That the Council receive and file this item.

BACKGROUND

In April 2017 the City Treasurer was made aware that there were approximately 2100 stale dated checks that the city issued but were never negotiated. Additionally the staff became aware that “other assets” such as unclaimed cash were being held by the Oxnard Police Department. Those assets records went back approximately 20 years.

During the fact gathering process, we became aware that the California State Code 50050-50056 establishes specific rules, time frames, and dollar amounts that general law cities, like Oxnard, must follow when the local government is in possession of liquid assets that belong to someone else or to some other entity.

The research that was performed by staff in the Treasurer’s office, Finance Department, City Attorney and Police Department resulted in a list of unclaimed assets, which are made up of uncashed checks and cash. There were 5 separate lists that made up the total unclaimed assets:

- ☐ City checks for invoices that had not been cashed;
- ☐ General Fund miscellaneous utility accounts, and business license accounts;

Stale Dated Checks Claimed Update

February 13, 2018

Page 2

- ☐ General Fund recreation checks issued but not cashed;
- ☐ Oxnard City payroll checks issued but not cashed; and
- ☐ Cash in the Police Trust Account from welfare check ups, other miscellaneous police work.

The City Treasurer's staff and the Oxnard IT staff generated lists and placed them on the City's web page (<https://www.oxnard.org/city-department/city-treasurer/does-the-city-of-oxnard-owe-you-money/>>) on September 20, 2017. The local newspapers, Ventura County Star, VC Reporter, and VIDA wrote news articles about the list of money that belong to Oxnard businesses, residents and government entities. The City Manager gave regular updates at the Council meetings to provide the public with time, place and method for claiming these assets.

The California Codes state "the money will become the property of the local agency on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice". The revised final date for submitting a claim is Saturday, February the 24th, which is 59 days after the first official notice was published in the VIDA newspaper on December 28th. Initially the date of February 20th was noticed, but the preference of the City Treasurer is to provide the citizens with every opportunity to file a claim.

A sign will be posted on the Payment Drop Box for anyone who wants to come to 214 South C Street to file their claim instructing the person filing their claim on the last day, Saturday. Post mark dates will not be considered.

At the time of writing this report, the amounts claimed represented less than 20% of the total amount of the 5 lists:

	# of Claims Paid	# of Claims Pending	# of Claims Rejected	Total Claims Received	\$ PAID	\$ PENDING	\$ REJECTED	TOTAL
Accounts payable	33	33	0	66	\$13,981.86	\$20,103.51	\$-	\$34,085.37
Payroll	17	22	2	41	\$3,607.61	\$3,949.54	\$535.34	\$8,092.49
Police	10	5	3	18	\$10,087.55	\$1,910.34	\$10,737.00	\$22,734.89
Miscellaneous- Recreation	0	0	0	0	\$-	\$-	\$-	\$-
Miscellaneous- UB/OL	0	2	0	2	\$-	\$548.84	\$-	\$548.84
Total 5 list				127				\$65,461.59
								\$333,637.88



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: February 13, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in blue ink, appearing to read "S. Whitney".

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Second Amendment to Agreement No. A-7720 - Polymer Purchase

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

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.

BACKGROUND

On March 4, 2014, the City issued a request for bids for supply and delivery of polymer to the wastewater treatment plant (WWTP). The bid process included three (3) phases: 1) bench testing of the proposed polymers to verify performance; 2) full-scale testing of the pre-qualified polymers to determine annual consumption; and 3) receipt of bids from the pre-qualified bidders. Three vendors submitted bids by the closing date of May 28, 2014. Staff determined Ashland Hercules (now doing business as Solenis LLC) to be the lowest bid.

On October 27, 2014, the City Council approved an agreement with Solenis LLC for a one-year supply and delivery of Praestol K144L Polymer at a cost of \$329,000. On November 10, 2015, the first amendment extended the agreement two (2) additional years and added \$658,000 for a total not to exceed cost of \$987,000.

Second Amendment to Agreement No. A-7720 - Polymer Purchase
February 13, 2018
Page 2

This second amendment, adding an additional \$25,000 to the not to exceed amount and the new expiration date will allow time for the Public Works Department bring before the City Council a new agreement. The plant uses polymer for biosolids treatment and has limited materials on hand.

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

Sufficient funds for the purchase of polymer for the wastewater treatment plant are available in Account No. 621-6202-843-8106.

ATTACHMENTS:

Attachment A - Second Amendment to Agreement No. A-7720

Agreement No. A-7720**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of January, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Solenis, LLC ("Vendor"). This Second Amendment amends the Agreement entered into on October 7, 2014, by City and Vendor. The Agreement previously has been amended on September 1, 2014, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "October 7, 2017" is deleted and replaced with the date "March 31, 2018."
2. In section 4 of the Agreement, the figure "\$987,000" is deleted and replaced with the figure "\$1,012,000."
3. Section 16 is added to the Agreement and states:

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

[Signatures on next page]

Agreement No. A-7720

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____

Ed Connors _____
Ed Connors, Senior Vice President

1/18/2018
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) _____

Gary Woulard _____
Gary Woulard, Pricing Director

1/18/2018
Date

ATTEST:

Michelle Ascencion, City Clerk
(if agreement is \$250,000.01 or more) _____

Date

APPROVED AS TO FORM:

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

1/12/18
Date

APPROVED AS TO CONTENT:

Thien Ng _____
Thien Ng,
Assistant Public Works Director

1/18/18
Date

R. Gaglione _____
Rosemarie Gaglione
Public Works Director
(if agreement is \$25,000.01 or more)

1/18/18
Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager
(if agreement is \$250,000.01 or more) _____

Date

APPROVED AS TO INSURANCE:

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

1/23/18
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

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: February 13, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Approve the First Amendment to JCI Jones Chemicals, Inc. A-7927.

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

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.

BACKGROUND

On September 1, 2016, the City issued a request for bids (RFB) for treatment chemical purchases for the Oxnard Wastewater Treatment Plant (OWTP), the Advanced Water Purification Facility (AWPF), the Water Campus and Water Blending Station No. 3 (BS#3). The RFB stated that the City desired to enter into a one-year purchase agreement with the vendor, with the option to renew for two (2) additional one-year periods upon agreement of all parties. The City sent the RFB to sixteen (16) known companies who provide such chemicals and also advertised on the City's website and in the Vida newspaper. Several companies responded with bids, and JCI Jones Chemicals, Inc. (JCI) was selected as the lowest bidder for the chemicals for these facilities. Agreement No. A-7927 with JCI was approved at the City Council meeting on November 29, 2016.

The Agreement provides for the vendor to amend its prices annually with the City's approval of those new prices. The chemical increases for the first amendment are listed below:

First Amendment to JCI Jones Chemicals, Inc. A-7927

February 13, 2018

Page 2

Sodium Hypochlorite 12.5%		
Location	Current Price	New Price
Water Campus – Full Loads	\$0.78/Gal	\$0.83/Gal
Water BS#3 – Full Loads	\$0.78/Gal	\$0.83/Gal
OWTP – Full Loads	\$0.65/Gal	\$0.70/Gal
AWPF – Full Loads	\$0.65/Gal	\$0.70/Gal

Sodium Hydroxide 25%		
Location	Current Price	New Price
Water Campus – Full Loads	\$0.75/Gal	\$0.93/Gal
Water BS#3 – Full Loads	\$0.75/Gal	\$0.93/Gal
OWTP – 1,000 Gal Loads	\$0.75/Gal	\$1.80/Gal
AWPF – Full Loads	\$0.75/Gal	\$0.93/Gal

Staff contacted the chemical companies that previously participated in the bid process to verify that the unit prices for these chemicals are consistent with the costs from JCI.

The sodium hydroxide unit cost for the OWTP increased from \$0.75 per gallon to \$1.80 per gallon. This is because JCI previously submitted a unit price for a full load (4,000 gallons) in lieu of a quarter load (1,000 gallons) per delivery order. However, JCI decided to honor its bid. For this year's price adjustment, JCI is requesting that the appropriate cost of the smaller deliveries be included in this First Amendment.

The First Amendment to the Agreement also permits the Purchasing Agent to have approval for future annual increases up to 15%. If a chemical price increases from one year to the next by more than 15%, staff will return to the City Council for additional approvals and appropriations.

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

Based on current activity at the wastewater treatment plant the chemical unit price cost increases can be accommodated within the adopted budget for this item. There is no change to the overall Agreement amount which is still not to exceed \$1,134,547.

Sufficient funds for the purchase of chemicals are available in Account No. 621-6202-843-8106.

ATTACHMENTS:

First Amendment to JCI Jones Chemicals, Inc. A-7927
February 13, 2018
Page 3

Attachment A - First Amendment to Agreement A-7927

Agreement No. A-7927**FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on November 15, 2016, by City and Vendor.

City and Vendor hereby agree as follows:

1. Any reference to Exhibit B in the Agreement shall be replaced with a reference to Exhibit B-1, effective on November 15, 2017, unless otherwise amended as allowed by Exhibit B-1.
2. Exhibit B-1, which is attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7927

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

CITY OF OXNARD

JCI JONES CHEMICALS, INC.

Tim Flynn, Mayor

Date

Collect DuBose, Sales Coordinator

Date

ATTEST:

Timothy Ross, Branch Manager

Date

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Omar Castro, Project Manager

Date

Thien Ng, Project Manager and
~~Interim Public Works Director~~
Assistant Public Works Director

Date

APPROVED AS TO AMOUNT:

~~Greg Nyhoff, City Manager~~
Scott Whitney, Interim City Manager

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

~~Ruth Osuna, Assistant City Manager~~
Jesus Nava, Assistant City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

APPROVED AS TO CONTENT:

Rosemarie Gaglione
Public Works Director

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

Exhibit B-1
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Hydroxide 25%	Water	\$0.93
Sodium Hydroxide 25%	Wastewater	\$1.80
Sodium Hydroxide 25%	AWPF	\$0.93
Sodium Hypochlorite 12.5%	Water	\$0.83
Sodium Hypochlorite 12.5%	Wastewater	\$0.70
Sodium Hypochlorite 12.5%	AWPF	\$0.70

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: February 13, 2018

TO: Housing Authority

THROUGH: Scott Whitney
Interim City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Relocation Plan for Las Cortes Phase III. (10/25/15)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

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.

BACKGROUND

The Courts Project originally consisted of 260 Public Housing units located on 28.56 acres at the corner of First Street and Rose Avenue. It was known as Colonia Village, and was designated as Public Housing Project CA031001 by the U.S. Department of Housing and Urban Development (HUD). The project consisted of single story, duplex style homes built in 1952. About fourteen years ago, the need to revitalize the units became evident. HUD approved the 260 public housing units for demolition and disposition in March 2008. Through years of planning and negotiations, the current revitalization plan was developed consisting of three separate but interrelated projects: Terraza de las Cortes (Phase I), Las Cortes (Phase II), and Las Cortes

Relocation Plan for Las Cortes Phase III (10/25/15)

February 13, 2018

Page 2

(Phase III). For Phase I, the Oxnard Housing Authority (OHA), through a partnership with the nonprofit organization, Las Cortes, Inc., developed a 64 unit affordable housing project, known as *Terraza de las Cortes*. This development was fully occupied by tenants in December of 2015.

Public Housing Replacement Units

The development partners for Phases II and III are Las Cortes, Inc., and the developer, Urban Housing Communities (UHC). UHC is in the process of developing 144 replacement units, plus two (2) units for resident managers, as Phase II of the project. Approximately half of these apartments are expected to be completed in April or early May of this year. The remainder are anticipated to be completed in August 2018.

Phase III of the project will consist of 116 additional replacement units, plus 2 additional units for resident managers. This will complete the 260 replacement units required by HUD. With the four manager units, the grand total of Phases II and III will be 264 new apartments.

The scope of relocation under this plan addresses the remaining 144 units of the original CA031001 Public Housing project. The majority of the residents will move directly from their existing units to the 144 units currently under construction. Residents that were displaced under demolition for Phase II, and who are presently housed elsewhere in the City under the Section 8 Program, will have the right to return to the new development, if a suitable unit is available.

Phase	Project	Developer	Number of Units	Completion Date
I	Terraza de las Cortes	McCarthy Companies	64	December 2015
II	Las Cortes	UHC	70 + 1*	April-May 2018
II	Las Cortes	UHC	74 + 1	August 2018
III	Las Cortes	UHC	116 + 2	March 2020
<i>Total units</i>			328	

*On-site manager's housing unit.

In addition to the units listed above, the Housing Authority has made a commitment to HUD to build an additional fifty-three (53) housing units on approximately 4.3 acres that will be made available around the beginning of 2019, when the final public housing units are demolished under Phase III of the Las Cortes project. This will bring the total number of new housing units to 381. Apart from the 260 replacement units, this will represent an increase of 121 additional affordable housing units.

DISCUSSION

The purpose of the Relocation Plan is to describe the process to relocate public housing tenants into the new units, as new units become available. One hundred and seven (107) of the 144 Public Housing families are eligible to relocate into the new units or to apply for "tenant

protection vouchers,” which are Section 8 rental assistance vouchers that will help preserve the affordable rents the tenants currently pay in their Public Housing units. These tenants will be assisted to achieve successful relocation through a combination of advisory services, and relocation payments for moving expenses.

The new dwelling units will be “Project-Based” Section 8 units. This means that the assistance is assigned to the housing unit. The maximum income that a family can earn in order to be eligible for the Section 8 program is lower than it is for a family to be eligible for Public Housing. In the event that a tenant family is over-income for the new Section 8 units, the Plan requires that the resident be provided advisory services, moving expenses, and rental monetary assistance for a period of up to 42 months, based on federal assistance guidelines. The tenant will also be entitled to a minimum 90-day notice to vacate and will have the right to appeal any administrative decision regarding eligibility.

Approximately thirty-seven (37) units are occupied by tenants that rented housing units after the initial relocation of tenants covered by the 2013 Relocation Plan. These tenants understood that they were moving into units that would be demolished in the near future and signed waivers to the right to receive benefits for relocation, including the right to receive a Section 8 rental assistance voucher and reimbursement for moving expenses. However, if newly constructed units are available that meet their family bedroom size requirements, based on OHA occupancy standards, these families will be permitted to apply to lease the newly constructed units. In addition, when HUD provides the anticipated 144 additional “tenant replacement vouchers,” the OHA plans to make these available to eligible tenant families in this group. Even though these families signed waivers to relocation benefits and assistance, the OHA will make every effort to assist and relocate these families.

Copies of the Relocation Plan were delivered to each affected resident in both English and Spanish on November 20, 2017. Additionally, copies of the plan are available on the OHA website. This process was preceded by two neighborhood meetings and personal interviews by the relocation consultant to determine family bedroom-size need. As of the date of this agenda report, staff has not received any comments on the Plan, whether orally or in writing.

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.

Relocation Plan for Las Cortes Phase III (10/25/15)

February 13, 2018

Page 4

FINANCIAL IMPACT

Costs associated with the relocation will be paid through the funding of the phase 3 development of Las Cortes established in Non-City Housing Funds. There is no impact to the City's General Fund.

ATTACHMENTS:

Attachment A: Relocation Plan for Las Cortes Phase III



Urban Housing Communities and the Oxnard Housing Authority

Disposition of Public Housing The Cortes Phase III

Final Relocation Plan

December 2017



5660 Katella Ave, Suite 100
Cypress, CA 90630
Phone: (714) 379-3376
Fax: (714) 908-8484
www.paragon-partners.com

I. GENERAL INFORMATION

Introduction

The Oxnard Housing Authority's ("OHA") mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents.

Over the past decade, the OHA determined that the disposition of The Courts public housing units and subsequent redevelopment is in the best interest of the residents and the OHA; is consistent with the goals of the OHA and the OHA's Annual Plan; and is consistent with the United States Housing Act of 1937. The OHA has come to this conclusion based on the current condition of The Courts and its potential for redevelopment.

The Disposition and the provision of Tenant Protection Vouchers will permit the OHA to replace public housing subsidies with project-based Section 8 and utilize additional funding sources, including Low Income Housing Tax Credits, a HUD 221 D4 loan, and bond financing. Such a change will significantly improve OHA's ability to increase and preserve the existing affordable housing stock and opportunities for low-income families in the City of Oxnard, and provide for the future repair, maintenance and management of these properties.

Following nearly 15 years of declining funding of the Public Housing Program, the OHA was unable to address physical and management conditions adequately at The Courts. This was due to limited capital grant funds and severely under-funded operating subsidies which were expected to be approximately 90% of the formula amount. The nearly 30 acre site originally had 260 public housing units constructed in the 1950's, and is at the point that demolition and redevelopment of the units is necessary. The costs associated with maintaining such units is high.

The shortfall in funding means the OHA's staffing is not adequate. Routine repairs are often delayed due to a shortage of staff to provide maintenance and upkeep. Major repairs and upgrades have been deferred due to inadequate capital and operating funds. The OHA receives a formula capital grant annually, which is less than the amount OHA estimates to be necessary to keep up with actual needs and inflation, thus placing the OHA in an untenable position regarding The Courts. As a result, OHA submitted to the U.S. Department of Housing and Urban Development

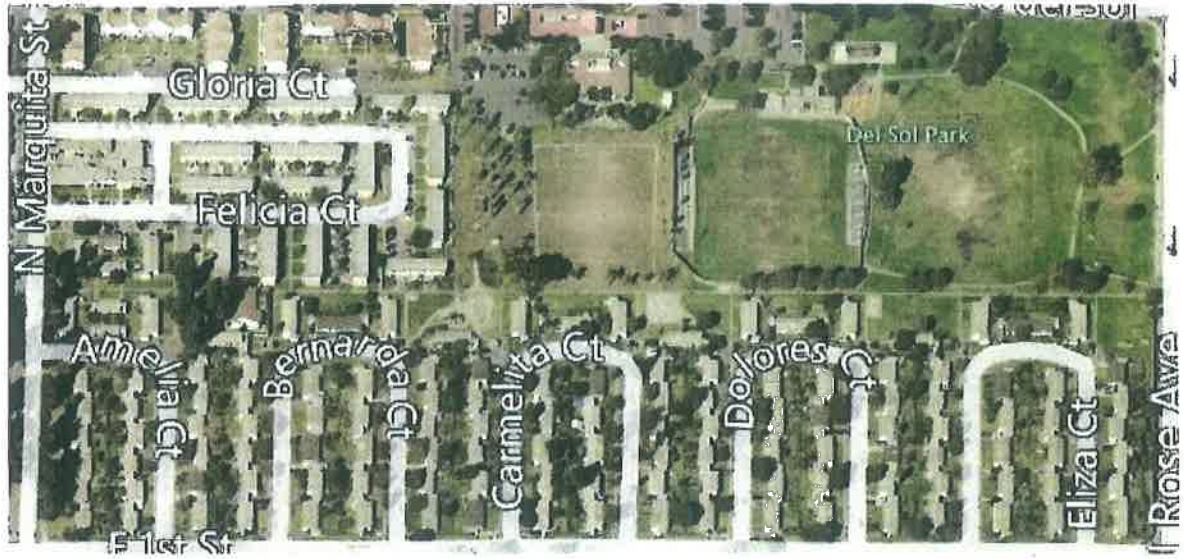
(“HUD”) a Disposition Application for the transfer of its “The Courts” public housing properties (the “Project”) within its jurisdiction to private housing corporations; an affiliate of OHA and Urban Housing Communities (“UHC”) (jointly the “Developers”). With approval of the Disposition Application by HUD in 2008, the OHA submitted a separate application to HUD for Tenant Protection Vouchers (“Vouchers”) so that any displaced eligible household would be able to secure long term affordable housing. The disposition will provide OHA with the opportunity to replace existing and inadequate public housing subsidies with project-based Section 8 subsidies for the residents at the Court. It will also enable OHA to replace obsolete and substandard housing, increase the affordable housing availability, and maintain housing occupancy standards.

The Project will be completed in two phases. Phase II of the Project has been completed directly by OHA, and resulted in displacement of 111 households in two phases of relocation. This relocation was guided by the Relocation Plan prepared by Paragon Partners Ltd (“Paragon”). Paragon subsequently provided the required relocation assistance for Phase II and III of relocation activity.

In order to continue with the Project construction, it is now necessary to complete the relocation of the remaining occupants under the third phase of relocation. This draft Relocation Plan (the “Plan”) has been prepared to evaluate the present circumstances and any replacement housing requirements of the current Project occupants. This Plan identifies the results of a needs assessment survey, its subsequent incorporation into the Developers’ planning process, and details of the Developers’ possible relocation activities.

The Project is located within the City of Oxnard and is generally bounded by Marquita Street on the west, Felicia Court on the north, Rose Avenue on the east and First Street on the south. **Figure 1** on the following page shows the location of the project area.

Figure 1 Project Area



Project Summary

Las Cortes is the redevelopment of The Courts, into a new and vibrant affordable family housing community in the city of Oxnard. The Project will result in the development of 381 affordable units, which will be completed in four phases. Phase I was completed by OHA and involved the development of 64 units on vacant land. The 64 units are within 4 two-story structures, with 32 two-bedroom units and 32 three-bedroom units, a community center, tot lots and green space.

UHC will be responsible for the redevelopment of 260 replacement units plus four managerial units which will be developed in Phase II and Phase III on 19.3 acres. Currently, 144 units are under construction, covering 10.5 acres. These units will consist of various building types, including a three story building with flats, 6- 12- and 14-plex townhomes, a community center and laundry facilities. Of the 144 new units, there will be 48 one-bedroom units, 42 two-bedroom units, 39 three-bedroom units and 15 four bedroom units. These units will be the replacement units for the remaining 144 households within the original OHA project.

Phase II of Las Cortes will be divided into two neighborhoods. Each will have elements of historic Spanish architecture. The villages will be designed to reflect two styles of architecture: Territorial Pueblo style in the Pueblo village (Buildings 2-5) and Spanish Colonial Revival style in the Santa Barbara village (Buildings 6-11). The villages created by the architecture will be connected by walkways and paths that travel through a landscape of enhanced trees, community gardens, a tot lot, and play areas. A diagram of Phase I of the Project is shown on **Attachment 1**.

To date, Phase I and II of the relocation have been completed, which resulted in displacement of 111 households, as well as the Colonia Senior Center. A Relocation Plan for Phase I and II was adopted and governed relocation activity for these phases. These households included residences on Amelia, Bernarda, Carmelita, and Marquita Courts. All structures on these streets have been demolished and construction is underway.

The first release of units will provide 70 units with availability for occupancy by April 2018. These units will be offered first to the remaining households currently residing in Phase III of the relocation. There are currently 139 households residing in Phase III on Carmelita, Dolores and Eliza Courts. Of those 139 households, 37 moved into The Courts after commencement of the Project and signed waivers to acknowledge

that they are not eligible for relocation benefits. The remaining 102 households will have the first opportunity to occupy the 70 newly constructed units in Buildings 1, 3, 4, 5, 8, 9, 10, and 11. Within these 102 households, there is a demand for 64 one bedroom units, 27 two bedroom units, 10 three bedroom units and 1 four bedroom unit.

Those residents who moved off-site during Phase II will have the opportunity to return to Las Cortes, to any remaining units in the newly created units of the OHA construction phase or to the 144 units being built in Phase II of the construction.

The 37 households which signed waivers occupy 17 one bedroom units, 18 two bedroom units and 2 three bedroom units. Should units with an appropriate bedroom count be available after being offered to the group of 102, this group will be given the next opportunity.

Table 1 below compares the need by bedroom count versus the bedroom count of the 70 new units to be available by April 2018.

Table 1			
No. Bedroom	No. Units Needed	No Units Available	Difference
1	64	5	-59
2	27	24	-3
3	10	30	+20
4	1	11	+10
Total	102	70	-32

The breakdown of the bedroom count and accessibility of these 70 units is detailed below in **Table 2** below.

Table 2			
Bedrooms	No. Available	No Accessible	No. Adaptable
1	5	3	2
2	24	0	0
3	30	0	6
4	11	0	2
Total	70	3	10

As evidenced in **Table 1**, not all of the Phase III households will be able to move into

the first release, as there will be an undersupply of one and two bedroom units. However, there will be an oversupply of three and four bedroom units. The remaining 49 households will have the opportunity to occupy the final construction phase release of the Project (buildings 2, 6, 7), or any units that remain available in the first release. In addition to availability by bedroom count, the decision as to which households will occupy the first release will be based on the need for an accessible or adaptable unit, the tenant's desire for a porch or patio, and number or type of pets.

In order to be considered for occupancy in the new units, tenants must be in "good standing", meaning being current on their rent and in compliance with their lease. Being "current on rent" means the household has paid the prior month's rent and does not owe any back rent to OHA or, if there is back rent owed, the household has entered into a repayment agreement with OHA and is following the terms of that agreement. Being "in compliance with the lease" means the household has not been served with an eviction notice, written notice of violation or been evicted. If a household or one of its members has been issued a Notice to Vacate or has otherwise been informed in writing that they are not in compliance with their lease, and the case has not been resolved at the time relocation is necessary, OHA will not issue the family a Voucher at that time. If the case is resolved, or if a court rules in favor of the resident, OHA will provide a Voucher at that time.

Each household will need to complete an application to rent the new units, which will be managed by Hyder Property Management Professionals. A copy of the application form is attached as **Attachment 2**. The application requests information regarding household composition, income and assets. It includes an addendum itemizing documentation to be provided along with the application. The addendum generally pertains to identification and proof of income. Each household will also need to agree to comply with the Pet Policy and House Rules/Covenants, Codes & Restrictions. Generally, the Pet Policy allows for only one four-legged animal. Dogs must weigh less than 25 pounds and there are restrictions on certain breeds. A copy of the Pet Policy is included as **Attachment 3**.

The Project will include four laundry facilities placed throughout the Project. There will be no washer/dryer hookups provided in any of the individual units. Please also note that the Developers will not be purchasing any existing washers or dryers. The new units will come with a stove and refrigerator, but no dishwasher.

Table 3 below compares the need by bedroom count versus the bedroom count of all

of the 144 new units. The 144 new units include the 70 new units in the first release, which are expected to be ready for occupancy by April 2018. The units in the final release are anticipated to be available by August 2018.

Table 3			
No. Bedroom	No. Units Needed	No Units Available	Difference
1	64	47	-16
2	27	42	+15
3	10	38	+29
4	1	15	+14
Manager Units	2	2	0
Total	104	144	+42

The breakdown of the bedroom count and accessibility of the 144 new units is detailed below in **Table 4**.

Table 4			
Bedrooms	No. Available	No. Accessible	No. Adaptable
1	48	7	38
2	42	1	5
3	39	0	8
4	15	0	2
Total	144	8	53

II. PROJECT DATA

Demographics and Housing Characteristics

Geography

The Public Housing units which are the subject of this Plan are located in Oxnard, California (Ventura County), in the “Central Coast” which is the most populous city in the county, and the 19th most populous in the state. Oxnard is bordered by the city of Ventura to the north and by the city of Camarillo to the south.

Population

The 2010 United States Census reported that Oxnard had a population of 197,899. The population density was 5,047.4 people per square mile. The Census reported that 196,465 people (99.3% of the population) lived in households, 932 (0.5%) lived in non-institutionalized group quarters, and 502 (0.3%) were institutionalized. The population was spread out with 59,018 people (29.8%) under the age of 18, 23,913 people (12.1%) aged 18 to 24, 57,966 people (29.3%) aged 25 to 44, 40,584 people (20.5%) aged 45 to 64, and 16,418 people (8.3%) who were 65 years of age or older. The median age was 29.9 years.

Race and Ethnicity

Table 5 below compares race and ethnicity between that of the City of Oxnard and Census Tract 91, within which the Project is located.

Table 5: 2010 Census Population - City of Oxnard and Census Tract 91				
Population	City	%	CT 91	%
White	95,346	48.2	2,409	45.6
Black or African American	5,771	2.9	134	2.5
American Indian or Alaska Native	2,953	1.5	168	3.2
Asian	14,550	7.4	37	0.8
Native Hawaiian or Other Pacific Islander	658	0.3	11	0.2
Some Other Race	69,527	35.1	2,335	44.2
Two or More Races	9,094	4.6	185	3.5
Total Population	197,899	100.0	5,279	100.0
Hispanic or Latino (of Any Race)	145,551	73.5	4,908	93.0

Housing

There were 52,772 housing units at an average density of 1,346.0 per square mile of which 27,760 (55.7%) were owner-occupied, and 22,037 (44.3%) were occupied by renters. The homeowner vacancy rate was 1.8% and the rental vacancy rate was 3.7%. 107,482 people (54.3% of the population) lived in owner-occupied housing units and 88,983 people (45.0%) lived in rental housing units.

There were 49,797 households, out of which 25,794 (51.8%) had children under the age of 18 living in them, 28,319 (56.9%) were opposite-sex married couples living together, 7,634 (15.3%) had a female householder with no husband present, 4,043 (8.1%) had a male householder with no wife present. There were 3,316 (6.7%) unmarried opposite-sex partnerships, and 395 (0.8%) same-sex married couples or partnerships. 7,090 households (14.2%) were made up of individuals and 2,665 (5.4%) had someone living alone who was 65 years of age or older. The average household size was 3.95. There were 39,996 families (80.3% of all households); the average family size was 4.20.

Income

Pursuant to the 2010 Decennial Census, the median household income in Oxnard was \$60,191 per annum. Incomes were distributed as follows:

INCOME AND BENEFITS	Income	Percentage
Total households	51,362	51,362
Less than \$10,000	1,803	3.5%
\$10,000 to \$14,999	2,983	5.8%
\$15,000 to \$24,999	4,505	8.8%
\$25,000 to \$34,999	5,065	9.9%
\$35,000 to \$49,999	7,136	13.9%
\$50,000 to \$74,999	9,883	19.2%
\$75,000 to \$99,999	7,364	14.3%
\$100,000 to \$149,999	8,142	15.9%
\$150,000 to \$199,999	2,820	5.5%
\$200,000 or more	1,661	3.2%

The Phase III Households

Occupants within relocation Phase III were interviewed in August 2017 to determine their individual and aggregate relocation needs and preferences. Of the 144 occupied units, 139 households provided information sufficient to establish the housing need. Inquiries made of the occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, primary language in the home, disabilities and health problems, and preferences related to replacement housing and location.

Of the 139 respondent households, all but 6 indicated a desire to remain in the immediate area. Many of the households expressed a desire to remain close to schools, work, doctors or medical facilities. Some of the households have pets and will need to be referred to “pet-friendly” replacement dwellings.

Relocation information and assistance will be provided in the primary language of the displaced occupants if requested, in order to assure that all displaced occupants obtain a complete understanding of the relocation plan and eligible benefits. Primary languages in the homes include English and Spanish.

The 139 units are occupied by 536 persons of all ages, of which 268 are children. The average household size is 3.86 persons.

Of the 139 households, 54 heads of household are elderly persons age 62 or over and 25 households have one or more members with a disability. Many of these disabilities currently require special accommodations for the relocation beyond location preferences.

Table 6 on the following page provides the State of California income limits for Ventura County, effective June 9, 2017, reflecting the Extremely Low, Very Low, Lower, and Moderate-Income upper limits for households of from one to eight persons. The Median Income for all households, by size, is also shown. When State income limits are to be used for a program, the limits in the Table are applied in determining the household’s income eligibility category.

The 'Extremely Low' income category represents thirty percent (30%) of median income by household size; the 'Very Low' income category represents fifty percent (50%) of median income by household size; and the 'Lower' income category represents eighty percent (80%) of median income by household size.

Table 6: HUD ANNUAL INCOME LIMITS BY CATEGORY – VENTURA COUNTY (2017) AREA FOUR PERSON MEDIAN: \$89,300					
Family Size	Extremely Low Annual Income	Very Low Annual Income	Lower Annual Income	Median Annual Income	Moderate Annual Income
One Person	\$21,000	\$35,000	\$55,950	\$62,500	\$75,000
Two Person	\$24,000	\$40,000	\$63,950	\$71,450	\$85,700
Three Person	\$27,000	\$45,000	\$71,950	\$80,350	\$96,450
Four Person	\$29,950	\$49,950	\$79,900	\$89,300	\$107,150
Five Person	\$32,350	\$53,950	\$86,300	\$96,450	\$115,700
Six Person	\$34,750	\$57,950	\$92,700	\$103,600	\$124,300
Seven Person	\$37,150	\$61,950	\$99,100	\$110,750	\$132,850
Eight Person	\$41,320	\$65,950	\$105,500	\$117,900	\$141,450

Source: State of California Department of Housing and Community Development June 9, 2017

Table 7 below shows the income distribution of the 125 households who reported their income, in comparison to the HUD Annual Income Limits.

Table 7: Households by Income Group						
	Extremely Low	Very Low	Lower	Median	Moderate	Total
Respondent Households	85	28	12	0	0	125

III. HOUSING NEEDS AND RESOURCES

There are essentially four groups of displacees within Phase III of the Project.

Households who are eligible for relocation expenses and who remain in the Project will be offered the first opportunity to rent a new unit in the Project. Available units will be assigned on a “first come-first served” basis. These households will be entitled to advisory services, including issuance of proper notices. They will also be entitled to a Fixed Moving Payment, based on a move schedule by room count, provided by a professional mover. However, the actual move will be completed by the professional mover. These households will be entitled to 60 days advance written notice before they can be required to vacate.

Households which decline the offer to move into a new unit and voluntarily move out of the Project will be issued a Tenant Protection Voucher and will be entitled to advisory services, including referrals to comparable replacement dwellings and issuance of proper notices. They will also be entitled to the Fixed Moving Payment described above. However, they will not be eligible for the payment of a security deposit at the replacement dwelling. These households will be entitled to 90 days advance written notice before they can be required to vacate.

Generally, the Voucher Program is limited to families earning 50% of Area Median Income, adjusted by household size, as compared to an income-limit of 80% of Area Median Income for the Public Housing Program. However, because families in the Project are considered “continuing participants” under HUD regulations, all eligible families in good standing will be offered a Voucher. Any household in good standing which does not want a Voucher will be afforded the opportunity to transfer to comparable replacement housing, utilizing occupancy standards, in another public housing unit owned by OHA, if available.

Further, there may be households which are “over-income” for the limits of the Section 8 program and do not qualify for a Voucher, and must therefore move from the Project. These households may be entitled to both a Fixed Moving Payment under the U.S. Department of Transportation Fixed Moving Schedule and a Rental Assistance Payment to offset any shortfall between its ability-to-pay or current rent and open-market rents, for a period of 42 months. The Fixed Moving Schedule authorizes a payment of \$725 for one room of furniture, \$930 for two; \$1,165 for three; \$1,375 for four; \$1,665 for five; \$1,925 for six; \$2,215 for seven and \$2,505 for eight

rooms of furniture. Over-income households will also be entitled to advisory assistance including referrals to comparable replacement dwellings and issuance of proper notices. These relocation benefits were fully described in the original Relocation Plan for Phase I and II and will not be fully detailed in this Plan. Any relocation assistance to be provided by the Developers shall conform to the Guidelines. These households will be entitled to 90 days advance written notice before they can be required to vacate.

Finally, the 37 households that moved into The Courts after the Project commencement and waived their relocation benefits will be entitled to advisory services only, including referrals to comparable replacement dwellings and issuance of proper notices. They will not be eligible for any relocation benefits. These households will be entitled to 90 days advance written notice before they can be required to vacate.

IV. RELOCATION ASSISTANCE PROGRAM

A relocation representative will be available to assist households having questions in regard to housing options and relocation assistance. Once the Plan is approved, a site office will be established with regular hours. Currently the relocation offices are located at:

Paragon Partners Ltd.
5660 Katella Ave., Suite 100
Cypress, CA 90630 888.899.7498

A comprehensive relocation and advisory assistance program will be provided to those households which are required to relocate. Specific activities will:

1. Fully inform eligible Project occupants of the nature of, and procedures for, obtaining relocation assistance and benefits;
2. Determine the needs of each displacee eligible for assistance;
3. For those households moving out of the Project, provide an adequate number of referrals – which, pursuant to the Guidelines, requires a minimum of three (3) comparable, decent, safe and sanitary housing units within a reasonable time prior to displacement, and assure that no residential occupant is required to move without a minimum of 90 days written notice to vacate;
4. Provide current and continually updated information concerning replacement housing opportunities;
5. Provide special assistance in the form of referrals to governmental and social service agencies, if needed. Referral agencies may include, but are not necessarily limited to, the Department of Public and Social Services for income maintenance or food stamps, Medi-Cal, Employment Development;
6. Department, Ventura County Health and Human Services Department, and Child and Adult Protective Services;
7. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, sexual orientation, marital status or other arbitrary circumstances;

8. Supply information concerning federal and state housing programs and other governmental programs providing assistance to displaced persons;
9. Assist each eligible household to complete applications for benefits;
10. Make relocation benefit payments in accordance with State of California Guidelines;
11. Inform all persons subject to displacement of the Developer's policies with regard to eviction and property management; and
12. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the Developer's decisions with respect to relocation assistance.

Tenant Protection Vouchers

As residents of public housing, on-going rental assistance will be provided pursuant to the provisions of the Section 8 program. The Section 8 program provides for a household to pay thirty percent (30%) of the household's adjusted income – with some program-specific exceptions – for their monthly housing rental costs.

Section 8 program Payment Standards are set annually by OHA and are based on the Fair Market Rents issued by HUD. A Payment Standard is the maximum allowable monthly assistance payment in OHA's jurisdiction for an assisted family's contract rent and those essential utilities for which the tenant is responsible, including a stove or refrigerator provided by the family.

Payment Standards are used to determine how much of the rent is paid by OHA and how much by the family. Payment Standards do NOT determine or limit the rent a landlord may charge.

A household may receive an exception to the on going rental assistance thirty-percent (30%) rule, *only if, without* such an exception to their assistance, *and*, in the Developers' determination, based on income and other verifiable factors, the household *cannot* lease a comparable home or apartment at a lesser cost. If the household does not *need* such an exception, they will not be eligible to receive such. If a household qualifies for such an exception to their rental assistance payment, the

household's share of monthly rent, plus utilities, must not exceed forty percent (40%) of adjusted monthly income (per HUD standards), with the Developers paying the difference between 30% and 40% for a period of 42 months. OHA's current Payment standards are detailed below in **Table 8**.

OHA Payment Standards (Effective 10/1/16)

Table 8						
0 Br	1 Br	2 Br	3 Br	4 Br	5 Br	6 Br
\$1,118	\$1,326	\$1,762	\$2,510	\$2,999	\$3,449	\$3,899

Requests for necessary advance payments will be expeditiously processed to help avoid the loss of desirable and appropriate replacement housing. In addition, OHA will refund security deposits paid by tenants when they moved into public housing, less outstanding rent and miscellaneous outstanding charges such as late fees, cable and previous maintenance charges. This refund will be offset by any amount of security deposit or credit check fees advanced to the tenant.

Housing Occupancy Standards

Based upon the occupancy standards of OHA, there are some potential "over- and under-housed" issues. Essentially, a single-person household or 'head' of household is eligible to occupy one bedroom. The introduction of a spouse or domestic partner would not alter that one-bedroom count. If, however, a single-person household requires the services of an aide, that aide, as approved by OHA, would be entitled to their own, separate bedroom. Under all other circumstances, every two persons are assigned a separate bedroom; any "odd-numbered" person would also be entitled to a separate bedroom. Except for single-persons and those requiring aides, each bedroom shall be occupied by two persons before the family becomes otherwise eligible for an additional bedroom.

Payment of Relocation Benefits

Claims and supporting documentation for relocation benefits must be filed with the Developers within 18 months from the date a tenant moves from a Public Housing unit. The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Tenant(s) will provide all necessary documentation to substantiate eligibility for assistance.
2. Assistance amounts will be determined in accordance with the provisions of the Guidelines, as may be applicable.
3. Required claim forms will be prepared by relocation personnel in conjunction with tenant(s). Signed claims and supporting documentation will be submitted by relocation personnel to the Developers.
4. The Developers will review and approve claims for payment or request additional information.
5. The Developers will issue benefit checks for relocation benefit payments which will be delivered unless circumstances dictate otherwise.
6. Final relocation benefit payments will be issued after confirmation that the displacement dwelling has been completely vacated and actual residency at the replacement unit is verified.
7. Receipts of payment will be obtained and maintained in the relocation case file.

V. ADMINISTRATIVE PROVISIONS

Tax Consequences for Relocation Benefits

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10, of the Revenue and Taxation Code. The preceding statement on tax consequences is not intended to be provision of tax advice by the Developers, their Agents, Consultants or Assigns. Tenants in receipt of moving and/or rental assistance payments are encouraged to consult with independent tax advisors concerning the tax consequences of relocation payments.

Appeal Policy

OHA's Grievance Policy will follow the standards described in Article 5, Section 6150 et seq., Title 25, Chapter 6, State of California Department of Housing and Community Development Program guidelines. Displacees will have the right to request

administrative review when there is a perceived grievance regarding any of their rights to relocation and relocation assistance, as to eligibility, the amount of payment, the failure to provide comparable replacement housing referrals; or OHA's property management practices. Requests for review may be directed to:

Oxnard Housing Authority
Housing Program Supervisor
435 S. D Street
Oxnard, CA 93030

Pursuant to California Code of Regulations Section 6156(d), a complainant shall have 18 months from the time s/he moves from the property to file a request for an informal settlement of a grievance or a formal grievance hearing under OHA's Grievance Procedure. A copy of OHA's Appeal/Grievance Procedures is included as **Attachment 4**, and shall govern any appeals pursuant to this Plan.

Eviction Policy

Under the Guidelines, eviction by the Developers, related to displacement, is permissible only as a last alternative. With the exception of persons considered to be in unlawful occupancy, a displaced person's eviction does not affect eligibility for relocation assistance and benefits after issuance of a Notice of Eligibility. Relocation records must be documented to reflect the specific circumstances surrounding an eviction. Eviction by OHA, related to this Plan, may be undertaken only for one or more of the following reasons:

1. Failure to pay rent, except in those cases where the failure to pay is due to OHA's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or is the result of discontinuation or substantial interruption of services beyond the control of OHA;
2. Performance of a dangerous and/or illegal act in the unit by tenant, tenant's guest(s) and/or invitee(s) or any combination thereof;
3. A material breach of the rental agreement and failure to correct breach within 30 days of notice;
4. Maintenance of a nuisance and failure to abate within a reasonable time following notice;

5. Refusal to accept one of a reasonable number of offers of replacement dwellings;
or
6. A requirement under State or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of OHA.

Citizen Participation/Plan Review

A general notice of the Plan shall be provided to all households in the Project. The Plan will be available for public review and comment for 30 days. Comments regarding this Plan should be sent to:

Peter Rhoad
Paragon Partners Ltd
5660 Katella Avenue, #100
Cypress, CA 90630
prhoad@paragon-partners.com

Public comments and the Developer's responses will be included in the final Plan, which will be presented for adoption by OHA.

Projected Dates of Displacement

The general relocation planning and estimated implementation schedule is shown below:

Plan development: October 2017

Plan 30 day public comment period: November/December 2017

Plan approval and adoption: February 2018

Development and issuance of Notices of Eligibility: February 2018

Issue 60 Day Notices to Vacate for Inter-Project moves: February 2018

Issue 90 Day Notices to Vacate for Out-of-Project moves: February 2018

Relocation into buildings 1, 3, 4, 5, 8, 9, 10, 11: April 2018

Relocation of remainder of 144 households in Phase III into buildings 2, 6, 7: August 2018

Program Assurances and Standards

Pursuant to Federal regulations governing the disposition of public housing projects (24 CFR 970), the Uniform Relocation Real Property Acquisition Policies Act of 1970 does not apply to the disposition of the Project. However, in accordance with Section 18 of the United States Housing Act (42 USC 1437p), and its implementing regulations (24 CFR 970.21), The Developers must offer each displaced person “comparable housing”. Such comparable housing may include, if available, tenant-based assistance such as a Voucher, or project-based assistance or occupancy in a unit operated or assisted by a public housing authority at a rent paid by the household that is comparable to the rent applicable to the unit which the household presently occupies.

In the event any of the Developers’ implementation of the Disposition results in displacement, relocation assistance services shall further conform to the standards and provisions set forth in Section 18 of the United States Housing Act (42 USC 1437p) and its implementing regulations at 24 CFR 970.21; the Uniform Relocation and Real Property Acquisition Policies Act (46 U.S.C. 4600 et seq.), and its implementing regulations at 49 C.F.R. Part 24, the California Government Code Section 7260 et. seq., and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et. seq., collectively, (the “Guidelines”) and all otherwise applicable regulations and requirements as may be necessary.

Relocation assistance services will be provided to ensure that moving does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act; the Americans with Disabilities Act; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the California Fair Employment & Housing Act, the Unruh Act, and any otherwise arbitrary or unlawful discrimination.

It should be noted that, with certain narrow exceptions, Federal funds cannot be used for any “displaced person” who is an undocumented immigrant present in the United States.

No mandatory displacement activities will take place prior to the required reviews and approval of this Plan.

Estimated Relocation Costs

To fund the relocation, the Developers anticipate using available funds from Project funds. The Developers will make the necessary relocation funds available, on a timely basis, to ensure the successful completion of the Project.

SCHEDULE OF ATTACHMENTS

ATTACHMENT 1: Project Diagram – Las Cortes

ATTACHMENT 2: Rental Application

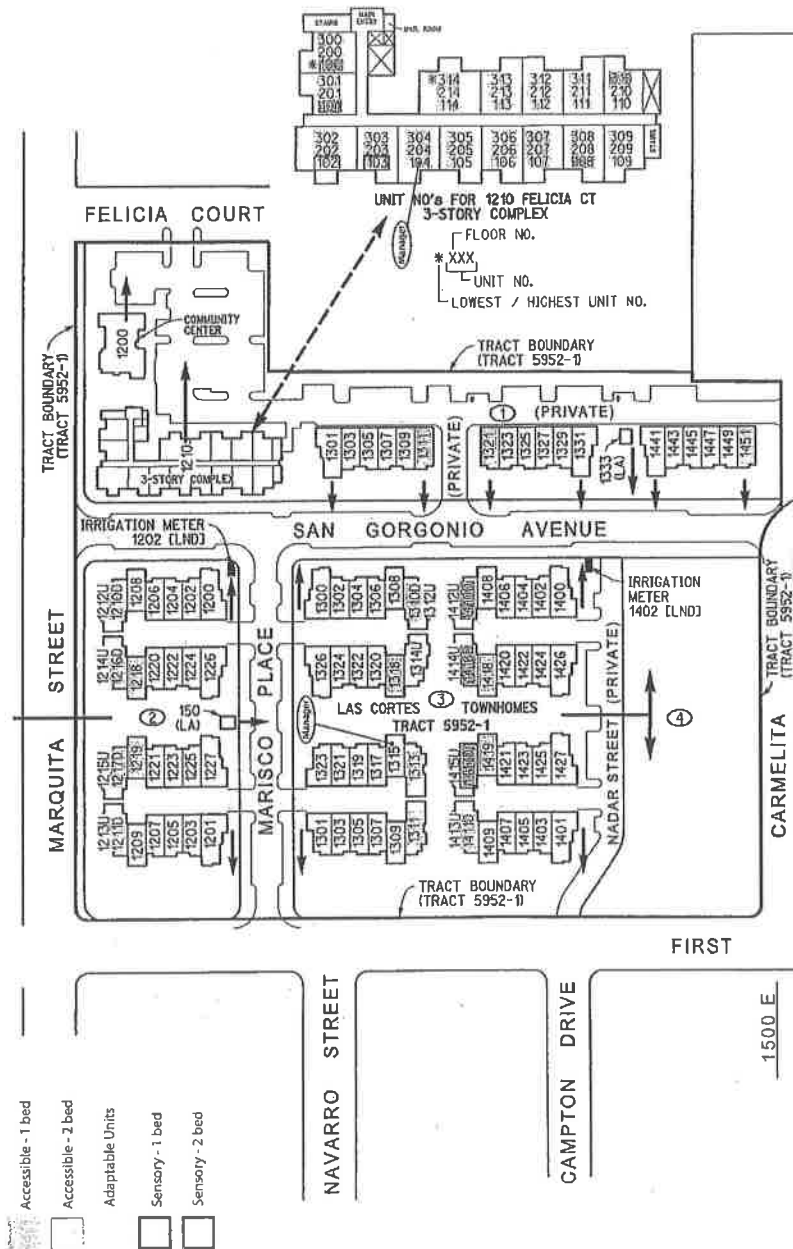
ATTACHMENT 3: Pet Policy

ATTACHMENT 4: Appeal/Grievance Procedures

ATTACHMENT 5: Public Comments

ATTACHMENT 1
Las Cortes Site Diagram

LAS CORTES - Phase 1 Accessible & Adaptable U



ATTACHMENT 2
Rental Application



Name Property

Application Update and Revision Form

NOTE: This form is to be used to update and correct the information provided by the applicant from the time of original application to the time of final qualification and move-in. *No applicant may move in whose original application is over 90 days old. Any applicant who is being processed for move-in whose original application is over 60 days old MUST fill out this form and explain all changes, or complete a new Application.*

Name _____
Date of original application _____

Please read each question carefully, answer each question completely and be prepared to verify items check "Yes" or "No"

1. Has any Household Member's employment changed? ☐ Yes ☐ No. If Yes, Explain all changes _____
1. Has any Employer's address changed? ☐ Yes ☐ NO. If Yes, Provide Employer's new information _____
2. Has Household Composition changed? ☐ Yes ☐ No. If Yes, describe any change: _____
3. Has Household Income changed? ☐ Yes ☐ No. If Yes, Please explain change: _____
4. Have Household Assets changed? ☐ Yes ☐ No. If yes, please explain change: _____
5. Has any Residency Status changed? ☐ Yes ☐ No. If yes, please provide new change: _____

Has Household Address changed? ☐ Yes ☐ NO. If YES, please provide new address: _____

List all changes in vehicles since original application _____

Do you wish to request a Reasonable Accommodation? ☐ Yes ☐ No

List any other changes from the original application and explain: _____

APPLICANT'S SIGNATURE (all adults must sign)

Date _____ Date _____
Date _____ Date _____

FOR OFFICE USE ONLY

Date Received _____ Time _____

Household Size _____ Unit Reviewed By _____ Size _____

Interviewed By _____ Date _____

Assignment: Unit _____ Category _____

APPLICATION FOR ADMISSION OR RECERTIFICATION **APLICACIÓN PARA ADMISION O RECERTIFICACIÓN**

NON-DISCRIMINATION STATEMENT: We are an Equal Housing Opportunity Provider. We provide rental housing without discrimination on the basis of race, color, creed, national origin, religion, sex, marital or familial status, age, orientation, income source, physical or mental handicap, or other protected classes as defined by the laws of the Federal or State government, either now in place or put in place at a later date. **DECLARACIÓN DE NO DISCRIMINACIÓN:** *Nosotros somos proveedores de oportunidad justa de vivienda. Nosotros proveemos viviendas de renta sin discriminacion en base a raza, color, origen nacional, sexo, estado marital o familiar, edad, orientacion, fuente de ingreso, discapacidad fisica o mental, o otras clases protegidas como son definidas por las leyes federales o el gobierno del estado establecidas o impuestas mas tarde en otra fecha.*

IMPORTANT: I understand that all information given on this application is subject to verification, including a credit report and criminal background report. Any information determined to be false or untrue may result in the permanent cancellation of the application. Any security deposit given will be held until application is processed, but does not indicate that the application is approved and may be returned at any time prior to occupancy. **IMPORTANTE:** *Entiende que toda la información en esta aplicación sera verificada, incluyendo un reporte de credito y reporte de antecedentes criminales. Cualquier información determinada de ser falso o no verdadera resultara en cancelación permanente de su aplicación. Cualquier deposito de seguridad aceptado sera retenido hasta que su aplicación sea procesada, pero no indicara que su aplicación haya sido aprobada y puede ser regresado antes de ocuparse.* **TO THE APPLICANT:** Please fill out this form completely. No application will be accepted unless each question has been answered completely and applicant has provided acceptable I.D. for all household members. All references will be checked and if any information is found to be false or incomplete, the applicant may be rejected. Use additional pages if more space is needed. **PARA EL APLICANTE:** *Favor de llenar esta forma completamente. No será aceptada ninguna aplicación hasta que cada pregunta sea contestada completamente y el aplicante muestre identificación aceptable para todos los miembros de la familia. Todas las referencias serán confirmadas y si se encuentran cualquier información falsa o incompleta, el aplicante puede que sea rechazado. Use paginas adicionales si necesita mas espacio.*

PLEASE PRINT (LETRA DE MOLDE POR FAVOR)

Name _____ Name of Co-Tenant (if any) _____
 Nombre _____ Nombre de Esposo/a (si hay) _____

Mailing Address _____ City: _____ State: _____ Zip: _____
 Direccion de correos _____ Ciudad _____ Estado _____ Zona Postal _____

Physical Address _____ Apt# _____
 Domicilio actual _____ #Apt _____

City _____ State _____ Zip Code _____ Home Phone # _____
 Ciudad _____ Estado _____ Zona Postal _____ Teléfono _____

Employed By _____ How Long? _____
 Empleador _____ Cuanto tiempo? _____

Address of Employer _____
 Domicilio de Empleado _____

City _____ Position Held _____ Work Phone No. _____
 Ciudad _____ Posición _____ Teléfono de Trabajo _____

HOUSEHOLD OCCUPANTS: List below all persons who will be living in the unit, including yourself. **MIEMBROS DEL HOGAR:** *Nombre abajo todas las personas que vivirán en la unidad, incluyendose a si mismo.*

Last Name <i>Apellido</i>	First Name <i>Primer Nombre</i>	Social Security No. <i>Número de Seguro Social</i>	Birth Date <i>Fecha de Nacimiento</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Unit size requested? *Tomano de la unidad que require?* _____

Have you or any other adult Household Occupant(s) used or been known by any other name and/or alias? Yes _____ No _____ Es
Usted o cualquier otro ocupante adulto en su hogar conocido o ha sido conocido con otro nombre o apodo? Si _____ No _____

Please Specify who and what other name(s) are/were used:

Por favor especifique quien y que otro nombre o nombres han sido usados:

Current Name <i>Nombre Actual</i>	Other Name Used/Alias <i>Otro Nombre Usado/Apodo</i>
1.	
2.	
3.	
4.	
5.	

Describe any pets you or anyone in your household own? (Cat, Dog, Bird, Snake, Etc.) _____

Describe cualquier animal doméstico que usted o alguien en su familia tenga (gato, perro, pajar, serpiente, etc.)

RESIDENCY STATUS: Are all household members U.S. Citizens? Yes _____ No _____

ESTADO DE RESIDENCIA: Son ciudadanos todos los miembros de su casa? Sí _____ No _____ If

NO, are all non-citizen household members legally documented immigrants? Yes _____ No _____

Si es no, son todos los que no son ciudadanos de su casa residentes legales? Sí _____ No _____

(Please provide resident alien cards of all legally documented immigrants.) If NO, please explain: *(Favor de mostrar tarjetas de Residencia legal.) Si no hay, favor de explicar:* _____

Please list all full-time students and students enrolled in an institute of higher education attach student verification form(s):
Enumere por favor a todos los estudiantes a tiempo completo (K-12) y los estudiantes alistados en un instituto de una educación más alta unen por favor formas de la verificación del estudiante:

Anticipated medical expenses not covered by insurance for the next 12 months \$ _____ (including doctor, dentist, prescriptions, insurance premiums paid by you, etc.) *Gastos médicos anticipados no cubiertos por a seguridad en los proximos 12 meses \$ _____ incluyendo doctor, dentista, recetas, polizas de aseguranza pagadas por usted etc.)*

Do you have child care expenses? _____ Name of child care provider _____
Tiene usted gastos de cuidado de niños(s)? Nombre del proveedor de cuidado Provider's address (Dirección del proveedor) _____ Phone(Teléfono) _____

INCOME (INGRESO)

Does any member of this household anticipate receiving or being awarded income from any of the following sources during the next 12 months? **Mark every question yes or no. Complete all of the blanks for any questions answered with yes.** *Anticipa cualquier miembro de esta familia recibir ingreso de cualquier siguiente fuente durante los próximos 12 meses? Marque cada pregunta si o no.*

Llene todos espacios por cualquier pregunta que conteste con un si.

	No/Yes No/Si	Amount Received week/month/year (indicate which) <i>Cantidad que recibe por semana/mes/ano</i>	Received by which household member <i>Cual miembro de la familia lo recibe?</i>	Source of Income-name/address/phone (use blank page if necessary) <i>Trabajo o Compania Nombre/Dirección/Teléfono</i>
A. Employment Income 1 <i>Sueldos 1</i>				
B. Employment Income 2 <i>Sueldos 2</i>				
C. Employment Income 3 <i>Sueldos 3</i>				
D. Employment Income 4 <i>Sueldos 4</i>				
E. Social Security 1 <i>Seguro Social 1</i>				
F. Social Security 2 <i>Seguro Social 2</i>				
G. SSI (Supplement) 1 <i>SSI (supplemental) 1</i>				
H. SSI (Supplement) 2 <i>SSI (supplemental) 2</i>				
I. Pension/Retirement 1 <i>Pension/Retiro 1</i>				
J. Pension/Retirement 2 <i>Pension/Retiro 2</i>				
K. Child Support Awarded <i>Mant. Para hijos</i>				
L. Alimony Award <i>Pension para esposa</i>				
M. Veteran's Benefits <i>Benef para veteranos</i>				
N. Welfare/TANF <i>Welfare/A.F.D.C.</i>				
O. Unemployment 1 <i>Desempleo 1</i>				
P. Unemployment 2 <i>Desempleo 2</i>				
Q. Workers Comp. <i>Comp al trabajador</i>				
R. Interest Income <i>Interes</i>				
S. Scholarships/Grants <i>Becas/Becas escolares</i>				
T. Monetary Gifts <i>Regalos monetarios</i>				
U. Other Income <i>Otro Ingreso</i>				

Note: You must list address of income sources. They will be used for verification. (Nota: Debe dar lista de domicilios de lugares de ingreso. Serán usados para verificación.)

CREDIT REFERENCES (car or credit card payments, etc.)

REFERENCIAS DE CRÉDITO (Pagos de carro o tarjetas de credito, etc.)

Payable to: <i>Pagable a:</i>	Company Name & Location <i>Nombre de la Compania</i>	Amount <i>Cantidad</i>

If additional space is needed, list on additional sheet. **NOTE:** Above must include all monthly obligations, including medical expenses, car payments, child support, loans, etc. *Si necesita espacio adicional, puede usar hojas adicionales. NOTA: Incluya obligaciones mensuales, incluso gastos médicos, pagos del auto, mantenimiento para niños, préstamos, etc.*

VEHICLES (Vehículos)

(List any autos, motorcycles, boats, campers, motor homes, trailers, etc. belonging to any one in your household:) *(Incluya autos, motos, botes, campers, trailers, etc. que pertenezcan a alguien en su familia)*

MAKE <i>Marca</i>	YEAR <i>Año</i>	COLOR <i>Color</i>	LICENSE PLATE # <i># De Placas</i>	EXPIRATION <i>Expiran en</i>

INVENTORY OF ASSETS (INVENTARIO DE BIENES)

List all of the assets owned by members of this household. Complete all of the blanks for any questions answered with yes, or the application will be rejected. *Inventario de bienes que tengan todos los miembros de esta vivienda. Complete todos los espacios en blanco si su respuesta es sí.*

	No/ Yes No/ Sí	Name on Account <i>Nombre en La Cuenta</i>	Account Number <i>Número de Cuenta</i>	Current <i>Actual</i> Balance/Value <i>Balance/Valor</i>	Bank Source <i>Lugar de Banco</i> Name/Address/Phone # <i>Nombre/domicilio/Teléfono</i>
A. Cash or Checking Acct (<i>Dinero en efectivo Cuenta de Cheques</i>)					
B. Savings Account <i>Cuenta de Ahorros</i>					
C. Money Market Acct <i>Cuenta a Plazos</i>					
D. Cert of Deposit <i>Cert de Deposito</i>					
E. A Trust or Trust Accts (<i>Cuenta Fiduciario de deposito</i>)					
F. Treasury Bills, Stocks & Bonds <i>Bonos de Ahorro Bonos y acciones</i>					
G. IRA/Keogh/ Life Insurance <i>IRA/Keogh/Asegu Ranza de vida</i>					
H. Other Retirement or Pension Account <i>Cuenta de pensión Ahorros de jubilacion</i>					

I. Capital Investments or Real Property <i>Inversiones de capital</i>					
J. Other <i>Otros Bienes</i>					

Have you or any applicant disposed of any asset(s) for less than fair market value during the last (2) years? (*Durante los últimos (2) años, ha dispuesto usted o alguien en esta familia de bienes por menos de su valor?*) _____ If yes explain: (*Si sí, explique:*) _____

Are you being displaced by government action? (*Ha sido usted desplazado por una acción de gobierno?*) _____

Are you now living in a Government or other type of subsidized unit? (*Esta usted viviendo actualmente en una unidad de gobierno o de otra clase subsidio?*) _____

Has any household member ever been evicted from any housing? (*Hay algun miembro de su familia que se le haya pedido desocupar la vivienda?*) _____ If yes, please explain (*Si es sí, favor de explicar*) _____

Does any household member have any history of criminal activity within the last seven (7) years, including but not limited to, crimes of violence against persons or property, unlawful drug activity of any kind, or other acts adversely affecting the health, safety or welfare of others? If yes, please explain: (*Hay algun miembro de su casa con historia de actividad criminal dentro de los últimos (7) años incluyendo pero no limitando a crímenes de violencia contra personas o propiedades, actividad de drogas ilegales, o otros actos adversarios que afecten la salud, seguridad y bienestar de otros? Si es sí, favor de explicar*). _____

Is any household member subject to a lifetime registration requirement under a state sex offender registration program in any state? If yes, please explain: (**Note:** If fail to respond to the question may jeopardize the approval of the application or termination of tenancy or assistance) (*¿Hay Algún miembro del hogar sujeta/o a una obligación de registro de por vida bajo un programa de registro de delinquentes sexuales del estado en cualquier estado? Si es sí, favor de explicar*) **Nota:** Si, no contesta a la pregunta puede poner en peligro la aprobación de la solicitud y la terminación del arrendamiento o la asistencia. _____

Why are you moving from your current home? (*Por que se quiere cambiar de su actual residencia?*) _____

Has any household member's rental assistance or tenancy in a subsidized housing program ever been terminated for fraud, nonpayment of rent, or failure to cooperate with the recertification procedures? Yes _____ No _____. If yes, please explain the circumstances: (*Hay algun miembro de su casa al que le hayan terminado su asistencia en renta de subsidio por fraude, no pagar renta, la falta de cooperación con el proceso de recertificación? Si ____ No ____ Si es sí, favor de explicar circunstancias*) _____

IF YOU ARE A CURRENT TENANT RECERTIFYING STOP HERE & CONTINUE TO "REASONABLE ACCOMMODATION"

SI ES USTED UN INQUILINO RECERTIFICANDO
DETÉNGASE AQUÍ Y CONTINUE A "ACOMODACION RAZONABLE"

Please provide (5) years of Rental History (*Facilita cinco años de historial de renta por favor*):

Current Landlord: (*Manejador actual*) _____ from ____ / ____ / ____ to ____ / ____ / ____
Current Address: Street (*Calle*) _____ Apt. # (*# de Apt*) _____
Domicilio del Manejador: City (*Ciudad*) _____ State (*Estado*) _____ Zip (*Zona Postal*) _____
 Name of Complex (*Nombre del Proyecto*) _____
 Name of Current Landlord and phone number (*Nombre del Manejador Actual y Teléfono*) _____

Monthly Rent: (Renta Mensual)\$ _____ Reason for leaving (Razon de Cambio) _____

Previous Landlord: (Propietario Anterior)

Name of Landlord _____ Phone _____ live there from ____ / ____ / ____ to ____ / ____ / ____
 Nombre de Propietario _____ Teléfono _____ vivio ahi desde _____ hasta _____
 Address of Landlord (Domicilio de Propietario) _____
 Name of Complex (Nombre de Proyecto) _____
 Tenant Name (Nombre del Inquilino) _____
 Address at that time? (Domicilio de ese tiempo?) _____
 Reason for leaving (Razón de Cambio) _____

Previous Landlord: (Propietario Anterior)

Name of Landlord _____ Phone _____ live there from ____ / ____ / ____ to ____ / ____ / ____
 Nombre de Propietario _____ Teléfono _____ vivio ahi desde _____ hasta _____
 Address of Landlord (Domicilio de Propietario) _____
 Name of Complex (Nombre de Proyecto) _____
 Tenant Name (Nombre del Inquilino) _____
 Address at that time? (Domicilio de ese tiempo?) _____
 Reason for leaving (Razón de Cambio) _____

REASONABLE ACCOMMODATION

Acomodacion Razonable

This apartment community does not discriminate against applicants or residents on the basis of a disability. In addition, we have a policy to provide "reasonable accommodations" to residents where possible. This may include priority for an accessible apartment or modifications to the apartment or premises. *Esta comunidad de apartamentos no discrimina contra los aplicantes o residentes en base a su raza, color, religion, sexo, origen de nacionalidad, estado familiar o discapacidad. En adición, tenemos una poliza que provee "acomodaciones razonables" a residentes donde sea posible si algun miembro de la familia tiene una discapacidad. Esto tal vez incluya prioridad para un apartamento accesible o modificaciones al apartamento o sus alrededores.*

A reasonable accommodation is some modification or adjustment to income that we can make that will afford an otherwise eligible applicant or resident with a disability an equal opportunity to use and enjoy the apartment, including public and common use areas. *Una acomodacion razonable es alguna modificacion o ajuste que podemos hacer que le permitira a un aplicante o residente elegible con discapacidad la justa oportunidad de usar y disfrutar el apartamento incluyendo las areas comunes y publicas ejemplos.*

An applicant household that has a member with a disability must still be able to meet essential obligations of the resident selection criteria. They must be able to pay rent on time. Care for their apartment, report required information to Management, avoid disturbing their neighbors, etc.; however, there is no requirement that they be able to do these things without assistance. *Un hogar aplicante que tiene a un miembro con una discapacidad tiene que ser apto para cumplir con obligaciones esenciales de la criteria para la seleccion de residentes. Tienen que poder pagar la renta a tiempo cuidar de su apartamento, reportar informacion requerida por el manejoamiento. Evitar el disturbar a sus vecinos etc. Sin embargo no hay ningun requerimiento de que puedan hacer estas cosas sin asistencia.*

If a member of your household has a disability and you think you might need or want a reasonable accommodation that relates to your disability, please ask the office for our **Special Requirements Questionnaire** form. *Si algun miembro de su hogar tiene discapacidades y usted piensa que tal vez necesite o quiera acomodaciones razonables relacionadas con su discapacidad por favor pida a la oficina un Questionario Para Requerimientos Especiales.*

Do you wish to request a handicap/disability adjustment to income (if available) or a special handicapped accessible unit or both? _____ (If yes, must be verified. Please complete the Special Requirements Questionnaire) *Desea usted obtener ajuste de ingresos para incapacitados (si hay) o unidad accesible para incapacitados, o las dos cosas? (Si lo desea, verificación es necesaria. Por favor de llenar forma de Questionario Para Requerimientos Especiales)*

CERTIFICATION (CERTIFICACIÓN)

I certify that the forgoing information is true and complete to the best of my knowledge. I understand that all information given on this application as well as any information or materials deemed necessary to complete the application including credit reports and criminal background reports are subject to verification. Information determined to be false or untrue may result in permanent cancellation of the application, or if applicable, may result in the termination of tenancy. Any security deposit given will be held until application is processed, but does not indicate that the application is approved and may be returned at any time prior to occupancy. I understand that an acceptable government photo identification for all adult household members is required prior to acceptance of my application. *Yo certifico que la siguiente información es verdadera y completa para mi conocimiento. Yo entiendo que toda la información dada en esta aplicación así como cualquier información o material que sea necesario para completar la aplicación incluyendo reportes de credito y reporte de antecedentes criminales son sujetos a verificación. La información que sea determinada falsa o no verdadera puede resultar en la cancelación permanente de la aplicación. O si es aplicable puede resultar en la terminación de su contrato. Cualquier deposito de seguridad dado sera retenido hasta que la aplicación sea procesada. Pero esto no indica que la aplicación es aprobada y puede ser regresado en cualquier tiempo antes de la ocupación. Yo entiendo que una identificación aceptable del gobierno con foto de todos los miembros del hogar adultos es requerida antes de aceptar my aplicación.*

I certify the housing I will occupy at _____ will be our permanent residence. I further certify that I will not maintain a separate living unit in a different location. *(Yo certifico que la vivienda que ocupare en: _____ sera nuestra residencia permanente. Yo ademas certifico que yo no tendre otra vivienda separada en un lugar diferente.*

Signature (Firma) _____	Date (Fecha) _____	
Signature (Firma) _____	Date (Fecha) _____	
Signature (Firma) _____	Date (Fecha) _____	
Signature (Firma) _____	Date (Fecha) _____	
Signature (Firma) _____	Date (Fecha) _____	Signature _____
(Firma) _____	Date (Fecha) _____	

WARNING STATEMENT: Section 1001 of Title 18, United States Code provides, "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both". *(Declaracion de advertencia: La Seccion 1001 Del Titulo 18,Codigo de Los Estados Unidos Provee, "Quien quiera en cualquier manera dentro de la juridiccion de cualquier departamento o agencia de los estados unidos bajo conocimiento y voluntariamente falsifica, esconde o cubre por medio de truco, plan o ardid un hecho material o hace cualquier declaracion falsa, ficticia o fraudulenta o representacion, o hace o usa cualquier escrito falso o documento bajo conocimiento que este contiene cualquier declaracion falsa, ficticia o fraudulenta o anadida, sera multado no menos de \$10,000 o encarcerado por no menos de cinco (5) años o los dos."*

How did you hear about _____ Apartments?
(Property Name)

Would you like to have a copy of the O/A Tenant Selection Procedures? (Please check box)

☐ YES or ☐ NO, if "YES "you would like a ☐ paper copy or ☐ electronic copy

EACH PROPERTY'S TENANT SELECTION PROCEDURES ARE POSTED ONSITE AND COPIES WILL BE PROVIDED UPON YOUR REQUEST.

EMERGENCY NOTIFICATION (OPTIONAL)

NOTIFICACION DE EMERGENCIA (OPCIONAL)

Person to notify in case of Emergency: *(Persona a notificar en caso de emergencia)*

Name (Nombre) _____ Phone (Teléfono) _____
Relationship (Relación) _____ Address (Dirección) _____

APPLICATION AMENDMENT (ENMIENDA A LA APLICACION)

The information solicited on this application is requested by the apartment owner in order to assure the Federal Government, acting through its agencies that Federal Laws prohibiting discrimination against tenant applicants on the grounds of race, color, creed, national origin, religion, sex, marital or familial status, age, or physical or mental handicap are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to d

you in any way. However, if you choose not to furnish it, the owner is requested to note the race/national origin and sex of the applicants on the basis of visual observation or surname. *(La información solicitada en esta aplicación es requerida por el dueño de los apartamentos con el fin de asegurar al gobierno federal, actuando por medio de sus agencias que las leyes federales prohibiendo la discriminación en contra de inquilinos/aplicantes en base a raza, color, credo, origen nacional, religion, sexo, estado marital o familiar, edad o discapacidad física o mental se están cumpliendo. No es requerido que usted nos proporcione esta información. Pero se le alienta a hacerlo. Esta información no será usada en evaluar su aplicación o para discriminar contra usted de ninguna forma. Sin embargo, si usted elige no proporcionarla, al dueño se le requiere que anote la raza/nacionalidad de origen y sexo de los individuos aplicantes en base a observación visual o apellido.)*

1. Sex: (Sexo) Male (Masculino) _____ Female Femenino _____
2. Ethnicity: Hispanic or Latino (of any race) (Etnicidad: Hispanico o Latino(cualquier raza) _____
Non-Hispanic or Latino (No Hispanico o Latino) _____
Taken together, these two categories equal 100% of the population. *(Juntandose, estas dos categoria equivalen al 100% de la población.)*
3. Race: (Raza)
 - ☐ White (Blanco) _____
 - ☐ Black or African American (Negro o Africano Americano) _____
 - ☐ Native American or Alaskan Native (Native American o Nativo de Alaska) _____
 - ☐ Asian (Asiatico) _____
 - ☐ Native Hawaiian or Other Pacific Islander (Native Hawaiiano o de otras islas del pacifico) _____
 - ☐ _____

Privacy Act Notice

The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the social security number of each household member who is 6 years old or older.

Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities.

Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate federal, state, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. **Penalty:** You must provide all of the information requested by the owner, including all social security numbers you, and all other household members regardless of age, have and use. Giving the social security numbers of all household members regardless of age is mandatory, and not providing the social security numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.



Property Name

TENANT/APPLICANT RELEASE & CONSENT

 (Must include **all** household members 18 years and older.)

I/We _____, the undersigned, hereby authorize

_____, to release, without liability, all information
 (employer or other source)
 needed to: _____, for purposes of verifying information
 (owner or agent)
 provided as part of my/our apartment rental application.

INFORMATION COVERED: I/We understand that previous or current information regarding me/us may be needed. Verifications and inquiries that may be requested include, but are not limited to: immigration status; personal identity; employment, income and assets; rental history, criminal history, and medical or child care information. I/We understand that this authorization cannot be used to obtain any information about me/us that is not pertinent to my eligibility for and continued participation as a Qualified Tenant.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED: The groups or individuals that may be asked to release the above information include, but are not limited to:

Past & Present Employers Welfare Agencies Veterans Administration
 Previous Landlords (including State Unemployment Agencies Retirement Systems
 Public Housing Agencies) Social Security Administration Banks & Other Financial Institutions
 Support & Alimony Providers Medical & Child Care Providers Dept. of Homeland Security
 Law Enforcement Agencies Court Records Immigration & Naturalization Service Credit Reporting
 Agencies

CONDITIONS: I/We agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and will stay in effect for a year and one month from the date signed. I/We understand I/we have a right to review this file and correct any information that I/we can prove is incorrect.

SIGNATURES:

_____	_____	_____	_____
Head of Household	(Print Name)	Social Security #	Date
_____	_____	_____	_____
Spouse	(Print Name)	Social Security #	Date
_____	_____	_____	_____
Adult Member	(Print Name)	Social Security #	Date
_____	_____	_____	_____
Adult Member	(Print Name)	Social Security #	Date

"NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX

RETURN IS NEEDED, IRS FORM 4506T, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

See Back for Additional Signatures

ADDITIONAL SIGNATURES:

Adult Member	(Print Name)	Social Security #	Date
Adult Member	(Print Name)	Social Security #	Date
Adult Member	(Print Name)	Social Security #	Date
Adult Member	(Print Name)	Social Security #	Date
Adult Member	(Print Name)	Social Security #	Date
Adult Member	(Print Name)	Social Security #	Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

\\WORD\\TenantRelease&Consent.doc

ATTACHMENT 3 Pet Policy

PET ADDENDUM

The following additional provisions are incorporated in full in the lease between _____, hereinafter called "Owner/Agent" and _____, hereinafter called "Tenant", for the premises know as Apartment _____, at _____, California. In case of any conflict between these and any other provisions of the lease, these provisions shall prevail.

I. SELECTION CRITERIA:

A. APPROVAL - Prior to accepting a pet for Residency in this project, the pet owner and the project Owner/Agent must enter into a "PET AGREEMENT" (Exhibit A). In addition, the pet owner must provide to the project Owner/Agent and/or his/her agent proof of the pet's good health and suitability under "Basic Guidelines" in criteria. In addition, for the case of dogs and cats, proof must be given, and renewed annually, of the animal's licensing and vaccination record together with proof of spaying or neutering and, in case of cats, of declawing.

B. BASIC GUIDELINES

1. The following types of common household pets will be permitted under the following criteria:

- a. Dogs
 - 1. Maximum number – one (1)
 - 2. Maximum adult weight – 25 lbs
 - 3. Must be housebroken
 - 4. Must be spayed or neutered
 - 5. Must have all required vaccinations
 - 6. Must be licensed
- b. Cats
 - 1. Maximum number – one (1)
 - 2. Must be declawed
 - 3. Must be spayed or neutered
 - 4. Must have all required vaccinations
 - 5. Must be trained to the litter box
- c. Birds
 - 1. Maximum number – two (2)
 - 2. Must be maintained inside a cage at all times
- d. Fish
 - 1. Maximum aquarium size – 20 gallons
 - 2. Must be maintained on approved stand

2. No other kinds of pets may be kept by Tenants on the Premises of this project.

3. Any Tenant residing at this project prior to the implementation of these policies who has more than the allowable number of pets permitted under this rule will be permitted to keep those pets. However, any pets exceeding the allowable number cannot be replaced subsequent to the implementation date of these policies.

Any tenant acquiring a pet subsequent to the implementation date of these policies shall comply with these guidelines

ATTACHMENT 4 APPEAL/GRIEVANCE PROCEDURES

Purpose

The purpose of this procedure is to set forth the Oxnard Housing Authority's ("OHA") guidelines for processing appeals from determinations as to eligibility, the amount of a relocation payment or the failure to provide comparable replacement housing referrals.

Right of Review

Any complainant, that is, any person who believes himself/herself aggrieved by a determination by OHA as to eligibility, the amount of a relocation payment or failure to provide comparable replacement housing referrals, may, at his or her election, have his/her claim reviewed and reconsidered by OHA in accordance with the procedures set forth herein, as supplemented by the procedures OHA may establish for the conduct of hearings.

A person or organization directly affected by the relocation project may petition the California Housing and Community Development Department ("HCD") to review OHA's final relocation plan to determine if the plan is in compliance with state laws and guidelines, or to review the implementation of the relocation plan to determine if OHA is acting in compliance with its relocation plan.

Notification to Complainant

If OHA denies or refuses to consider a claim, OHA's notification to the complainant of its determination shall inform the complainant of its reasons and the applicable procedures for obtaining review of the decision. If necessary, such notification shall be printed in a language other than English.

Stages of Review by OHA

Request for Further Written Information. A complainant may request OHA to provide him or her with a full written explanation of its determination and the basis therefore if he/she feels that the explanation of OHA's determination accompanying the payment of the claim or notice was incorrect or inadequate. OHA shall provide such an explanation to the complainant within three weeks of its receipt of his or her request.

Informal Oral Presentation. A complainant may request an informal oral presentation before seeking formal review and reconsideration. A request for an informal oral presentation shall be filed with OHA within the period described in subsection (d) of this section. OHA shall afford the complainant the opportunity to make such presentation before a management-level Housing Authority staff person designated by the Executive Director and who has not previously participated in the relocation decision. The complainant may be represented by an attorney or other person of his/her choosing at his/her expense.

This oral presentation shall enable the complainant to discuss the claim with the designated Housing Authority staff person. The designated Housing Authority staff person shall make a summary of the matters discussed in the oral presentation to be included as part of OHA's file on the complainant's relocation. The right to formal review and reconsideration shall not be conditioned upon requesting an oral presentation.

Written Request for Review and Reconsideration. At any time within the period described in subsection (d) below, a complainant may file a written request with OHA for formal review and reconsideration. The complainant may include in the request for review any statement of fact within the complainant's knowledge or belief or other material that may have a bearing on the appeal. If the complainant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefore, OHA may grant the complainant's request by granting the complainant a definite period of time to gather and prepare materials.

Time Limit for Requesting Review. A complainant desiring either an informal oral presentation or seeking formal review and reconsideration shall make a request to OHA within eighteen (18) months following the date he/she moves from the property.

Formal Review and Reconsideration by OHA

General. OHA shall consider the request for formal review and shall decide whether a modification of its initial determination is necessary. This formal review shall be conducted by the OHA Housing Commission (the "Board"). The Board shall consider the complaint regardless of form, and OHA staff shall, if necessary, provide assistance to the claimant in preparing the written claim. When a claimant seeks review, Board staff shall inform him/her that he/she has the right to be represented by an attorney at the claimant's expense, to present his/her case by oral or documentary evidence, to

submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he/she has exhausted the administrative appeal.

Scope of Review. The Board shall review and reconsider the initial determination of the claimant's case in light of: (1) all material upon which OHA based its original determination, including all applicable rules and regulations, except that no evidence shall be relied upon where a claimant has been improperly denied an opportunity to controvert the evidence or cross-examine the witness(es); (2) the reasons given by the claimant for requesting review and reconsideration of the claim; (3) any additional written or relevant documentary material submitted by the claimant; (4) any further information which the Board, in its discretion, obtains by request, investigation or research to ensure fair and full review of the claim.

Determination on Review by Board. The determination on review by the Board shall include, but is not limited to: (1) the Board's decision on reconsideration of the claim; (2) the factual and legal basis upon which the decision rests, including any pertinent explanation or rationale; and (3) a statement to the claimant that administrative remedies have been exhausted and judicial review may be sought. The determination shall be in writing with a copy provided to the claimant. The Board's decision shall be binding on OHA.

Time Limits. OHA shall issue its determination on review as soon as possible but no later than six weeks from the date of the hearing. In the case of complaints dismissed for un-timeliness or for any other reason not based on the merits of the claim, OHA shall furnish a written statement to the claimant stating the reason for the dismissal of the claim as soon as possible but not later than two weeks from receipt of the last material submitted by the claimant or the date of the hearing, whichever is later.

Refusals to Waive Time Limitation

Whenever OHA rejects a request by a claimant for a waiver of the time limits, the claimant may file a written request for reconsideration of this decision, except that such written request for reconsideration shall be filed within 90 calendar days of the claimant's receipt of OHA's determination.

Extension of Time Limits

The time limits specified may be extended for good cause by OHA.

Recommendations by Third Party

Upon agreement between the claimant and OHA, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to OHA for its final determination. In reviewing the claim and making recommendations to OHA, the third party or parties shall be guided by the provisions of this Appeals/Grievance Procedure.

Review of Files by Claimant

Except to the extent the confidentiality of material is protected by law or its disclosure is prohibited by law, OHA shall permit the claimant to inspect all files and records bearing upon his or her claim or the prosecution of the claimant's grievance. If a claimant is improperly denied access to any relevant material bearing on his or her claim, such material may not be relied upon in reviewing the initial determination.

Effect of Determination on Other Persons

The principles established in all determinations by OHA shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.

Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his or her expense at any and all stages of the proceedings set forth in this procedure.

Stay of Displacement Pending Review

If a complainant seeks to prevent displacement, OHA shall not require the complainant to move until at least 20 calendar days after OHA has made a determination and the complainant has had an opportunity to seek judicial review. In all cases OHA shall notify the complainant in writing 20 calendar days prior to the proposed new date of displacement.

Joint Complainants

Where more than one person is aggrieved by the failure of OHA to refer them to comparable permanent replacement housing, the complainants may join in filing a single written request for review. A determination shall be made by OHA for each of the complainants.

Judicial Review

Nothing in this Appeals/Grievance Procedure shall in any way preclude or limit a claimant or OHA from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available herein.

ATTACHMENT 5 Public Comments

No public comments were received.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: February 13, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

A handwritten signature in black ink, appearing to read "Michelle Ascencion".

SUBJECT: Approval of Contracts and Payments Pertaining to the City of Oxnard Special Election. (10/30/15)

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

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.

BACKGROUND

The City of Oxnard consolidates its general elections with the County of Ventura, which provides the full scope of election services for the City's municipal elections. Due to the recall election's close proximity to the June 2018 Statewide Primary Election, the County will be unable to provide election services for the recall and the city will need to contract with consultants to manage the election.

Martin & Chapman is the premier election service firm in Southern California providing election services including printing, mailing, signature verification, and tabulation equipment. Established in 1956, Martin & Chapman has provided election supplies, services and consultation to over 400 cities, counties, organizations and associations in the states of California

Contracts for Election Services (10/30/15)

February 13, 2018

Page 2

and Nevada. Its staff members have over 250 years of combined experience conducting elections that range from a few voters to multi-million count voters. Martin & Chapman has been selected as the consultant to provide election services given their expertise in this matter and the very limited time period between the County's issuance of the Certificate of Sufficiency, the County declining to provide the election services, and the City's need to select a consultant to run the election.

Conducting a stand-alone election is a complicated, and guidance is needed to ensure that all legislated and logistical timelines are met. An experienced election consultant has been selected to assist the City Clerk's office with coordinating the polling places and the workers who will staff them. Diane R. Gladwell of Gladwell Governmental Services is a Master Municipal Clerk who has conducted more than 100 elections in dozens of California cities. Ms. Gladwell is the author of "Elections Management and Performance Measurement," published by the International Institute of Municipal Clerks (IIMC), and is a former City Clerk, has served as a Precinct Officer, and has conducted more than 100 precinct officer training classes.

Though it is unable to conduct the special election, the County of Ventura's Elections Division will continue to play a role in the process. The County, as the keeper of voter information data, will verify nomination signatures just as it verified the recall petition signatures in November/December 2017. The cost for verifying the recall signatures came to \$82,061.98, as the County Elections office had to bring in additional staff to meet the 30-day verification deadline per Elections Code §11224 and 11225.

FINANCIAL IMPACT

The cost of the above named services for the special election amounts to \$466,961.98. These expenses will be incorporated into the Mid-Year Budget request, scheduled for City Council consideration at its February 20, 2018 regular meeting.

ATTACHMENTS:

Attachment A: Martin and Chapman Agreement

Attachment B: Gladwell Agreement - Elections Consultant

Attachment C: County Invoice 2018_01_30_14_59_06

AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT FOR ELECTION SERVICES ("Agreement") is made this _____ day of February, 2018, by the City of Oxnard, a municipal corporation, ("City"), and Martin & Chapman Company, a California corporation ("Contractor").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining election consulting services regarding the May 1, 2018 Recall Election;
2. Contractor is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall commence as of the effective date and terminate on June 30, 2018 unless earlier terminated as provided below.

1.1 **Termination.** City and Contractor shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice. Upon receipt of a termination notice, Contractor shall:

- (1) Promptly discontinue all services affected (unless the notice directs otherwise); and
 - (2) Promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Agreement to City, whether completed or in progress. Contractor shall be entitled to reasonable compensation for the services it performs up to the date of termination.
2. **Scope of Services to be Provided.** The services to be performed by Contractor shall consist of the following:
- a) Contractor agrees to provide all necessary election advice, supplies and services for the City's May 1, 2018 Recall Election.

- b) Provide a Calendar of Election Events setting out dates and requirements of the Election Code.
- c) To be available by email or by telephone; to be available at any time to the Election Official, prior to, during and for a reasonable time after the election, and during the same period to, upon request, work in cooperation with the Election Official upon any election task or problems which may arise.
- d) To furnish working forms, outlines, check lists and schedules which will aid the City Clerk in keeping track of procedural details of the election.
- e) To prepare and print ballot cards and prepare and mail Sample Ballot Voter Information Pamphlets to all eligible voters.
- f) To prepare Precinct Supplies for all voting precincts in the languages required for this City.
- g) Secure the services of all foreign language translators for the City's translation requirements.
- h) To otherwise provide such other special and unique services in close cooperation with the City Clerk as may be necessary for the successful conduct of the election.
- i) To be at a designated site on the day of the election, and to tabulate the votes cast pursuant to the election.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed \$375,000.

3.2 Payment. Payment will be made in four installments by the City:

- a. The first installment shall be for the postage amounts to mail out the sample ballots.
- b. The second installment shall be for the postage amounts to mail out the permanent vote by mail ballot packages.
- c. The third installment shall be to compensate Contractor for the candidate statement portion of the sample ballot pamphlet.

- d. The fourth installment shall be to compensate Contractor for all other services rendered by Contractor upon completion of the election.

3.3 Additional Expenses. In the event additional items, either requested by the City Clerk, or required by changes in the laws, are used in this election, these items will be billed accordingly (at the unit prices stated, if applicable) and paid for by the City. The City will be responsible for the agreed upon additional costs required by such requests. The estimated pamphlet prices are based on the current number of registered voters and on a set number of pages based on a set number of candidate's statements, and may increase or decrease accordingly. The number of vote by mail supplies and official ballots is based on the current number of registered voters and may increase or decrease accordingly.

4. Professional Standards. Contractor shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. Contractor shall complete all services required hereunder as and when directed by City. However, City in its sole discretion, may extend the time for performance of any service.

6. Employees and SubContractors. Contractor may, at Contractor's sole cost and expense, employ such other person(s) as may, in the opinion of Contractor, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

8. **Non-Liability of Officials and Employees of the City.** No official or employee of City shall be personally liable for any default or liability under this Agreement.

9. **Non-Discrimination.** Contractor covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry 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, in any activity pursuant to this Agreement.

10. **Independent Contractor.** It is agreed that Contractor shall act and be an independent contractor and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.

11. **Compliance with Law.** Contractor shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. **Ownership of Work Product.** All documents or other information created, developed or received by Contractor shall, for purposes of copyright law, be deemed works made for hire for City by Contractor as City's employee(s) for hire and shall be the sole property of City. Contractor shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. **Conflict of Interest and Reporting.** Contractor shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of Contractor is as follows:

Scott Martin, President
Martin & Chapman Co.
1951 Wright Circle
Anaheim, CA 92806

b. Address of CITY is as follows:

Michelle Ascencion, City Clerk
City of Oxnard
300 West Third Street, Fourth Floor
Oxnard, CA 93030

with a copy to:

Stephen Fischer, City Attorney
City of Oxnard
305 West Third Street, Suite 100E
Oxnard, CA 93030

15. **Licenses, Permits, and Fees.** Contractor is required to obtain a Business License from the City of Oxnard.

16. **Familiarity with Work.** By executing this Agreement, Contractor warrants that:

- (1) It has investigated the work to be performed;
- (2) It has investigated the site of the work and is aware of all conditions there; and
- (3) It understands the difficulties and restrictions of the work under this Agreement. Should Contractor discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Contractor's risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, nor any portion, shall be assigned by Contractor without prior written consent of City.

19. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

20. **Indemnification.** (1) To the fullest extent permitted by law, Contractor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Contractor's performance of this Agreement or Contractor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it

is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Contractor'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 Contractor's duty to indemnify. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Contractor 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 Contractor 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 Contractor 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, Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

21. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by City and Contractor.

22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.

23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

25. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

26. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

[Agreement continued on next page]

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

CITY OF OXNARD

MARTIN & CHAPMAN COMPANY

Tim Flynn, Mayor Date

Scott Martin, President Date

ATTEST:

Patrick Martin, Secretary Date

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM AND CONTENT:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager 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

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE					
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE					
INSURED		COMPANY LETTER B					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS							
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

[illegible]

AGREEMENT

THIS AGREEMENT is made this ____ day of February, 2018 by the CITY OF OXNARD, a municipal corporation, ("CITY"), and Gladwell Governmental Services, Inc., a California Corporation, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CITY desires to obtain consulting services regarding the election procedure review, documentation, canvass, and certification of its May 1, 2018, Special Municipal Election; and
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate on June 30, 2018, unless earlier terminated as provided below.

1.1 Termination. CITY shall have the right to terminate this Agreement, without cause, by giving seven days written notice. CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving thirty days written notice. Upon receipt of a termination notice, CONTRACTOR shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement to CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. Services to be Provided. CONTRACTOR shall: (1) provide election worker training, advice, procedure review, organization and documentation as requested; (2) provide consulting services pertaining to the election day semi-official

canvass; (3) conduct the official canvass, including the supervision of the absentee and provisional ballot counts, the hand tally of at least one check precinct, and verification of the number of votes from voter rosters to the ballot count for all precincts, and (4) inspect, inventory, and organize precinct election supplies (tally sheets, rosters, indices, challenge lists, assisted voters lists). Upon CITY's written request, CONTRACTOR shall provide all legislation and certificates for the election. The services provided hereunder are further described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONTRACTOR shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed \$9,900.00 based upon a rate of \$95.00 per hour.

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, prior written authorization by CITY will be required.

3.3 Expenses. CITY shall reimburse CONTRACTOR for mileage reimbursement at the same rate that is paid to City employees, and for the cost of one overnight accommodation on May 1, 2018 ("Election Day") at a hotel not to exceed \$200. CITY shall not reimburse CONTRACTOR for any other expenses.

4. Professional Standards. CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONTRACTOR shall complete all services required hereunder as and when directed by CITY. However, CITY, in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such other person(s) as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance and provided CITY with original endorsements. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

persons or damages to property which may arise from or in connection with the performance of the Services by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. CONTRACTOR shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any deductibles or self-insured retentions must be declared to and approved by CITY.

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. The parties agree, understand and acknowledge that CONTRACTOR is not an employee of the CITY, but is solely an independent contractor. CONTRACTOR expressly acknowledges and agrees that CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by CONTRACTOR shall not be in any way an employee of the CITY. As such, CONTRACTOR shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or

subcontractors. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONTRACTOR shall indemnify and hold harmless CITY and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of CITY officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from CONTRACTOR's personnel practices. CITY shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

11. Compliance with Law. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

13. Conflict of Interest and Reporting. CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. Unless either party has provided a different address in writing to the other party, these addresses shall be used for delivery of service of process.

- a. Address of CONTRACTOR is as follows:
Gladwell Governmental Services, Inc.
Diane R. Gladwell CMC, President
1028 Tirol Lane
P.O. Box 62
Lake Arrowhead, CA 92352-0062
- b. Address of CITY is as follows:
City Clerk
City of Oxnard
300 West Third St.
Fourth Floor
Oxnard, CA 93030

15. Contractor's Proposal. This Agreement includes

1483140-4

CONTRACTOR'S proposal, which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. Licenses, Permits, and Fees. CONTRACTOR shall obtain a Oxnard Business License, all permits, and licenses as may be required by this Agreement.

17. Familiarity with Work. By executing this Agreement, CONTRACTOR warrants that:

- (1) it has investigated the work to be performed;
- (2) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

18. Time of Essence. Time is of the essence in the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Neither this Agreement, or any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.

20. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. Indemnification. CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officials, and every officer, employee and agent of CITY (collectively "CITY") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of CONTRACTOR, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONTRACTOR shall defend CITY, with counsel of CITY's choice, at CONTRACTOR's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against CITY. CONTRACTOR shall reimburse CITY for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall

not be restricted to insurance proceeds, if any, received by CONTRACTOR or CITY. All duties of CONTRACTOR under this Section shall survive termination of this Agreement.

22. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.

23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover from the opposing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

[Signatures Next Page]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CITY OF OXNARD

CONTRACTOR

Gladwell Governmental Services, Inc.



By _____

By _____

City Manager

Diane R. Gladwell, President

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

City Attorney

EXHIBIT A

ELECTIONS MANAGEMENT CONSULTING SERVICES

The President of Gladwell Governmental Services, Inc. (Diane R. Gladwell, MMC) will provide various consulting and election consulting services, as directed by the City Manager.

These may include, but are not limited to:

Advice via phone and e-mail.

Elections management support for the forthcoming election, which may include:

- Elections Action Plans / Calendars
- Elections Procedures
- Candidate Handbook
- Nomination Period
- Vote-by-Mail Ballot Procedures and Set-up
- Election Night Workers Training Class
- Vote-by-Mail Ballot Canvassing Board Procedures and on-site Supervision
- Election Night on-site planning, procedures, supervision
- Official Canvass on-site planning, processing, supervision
- Manual Tally planning, procedures, supervision

Hourly Rate: \$95/hr

Precinct Officer's Training Class \$600.

Contract not to Exceed: \$9,900

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc



GLADGOV-01

K.2.b

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 3390 University Ave., Ste 300 Riverside, CA 92501	CONTACT NAME: Jordan Bartleson		
	PHONE (A/C, No, Ext): (877) 825-2681	FAX (A/C, No): (951) 231-2572	
	E-MAIL ADDRESS: Cal.CPU@Hubinternational.com		
INSURED Gladwell Governmental Services, Inc. P.O. Box 62 Lake Arrowhead, CA 92352	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Company, Ltd.		11000
	INSURER B : Hartford Accident and Indemnity Company		22357
	INSURER C : United States Liability Insurance		25895
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		72SBAIB5623	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ ☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			72UECPT0490	10/31/2017	10/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	Professional Liab C PROF LIAB DED: \$2500			SP 1020955G SP 1020955G	10/31/2017 10/31/2017	10/31/2018 10/31/2018	PER CLAIM \$ 1,000,000
							Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Oxnard is Additional Insured with regard to General Liability when required by written contract per the attached endorsement form SS0008 04/05 (Pg. 10-14).

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: City Clerk 300 W. Third St. Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

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

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

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



REVISED
INVOICE

DATE: January 30, 2018

**VENTURA COUNTY
CLERK-RECORDER, REGISTRAR OF VOTERS
Elections Division**

800 S. Victoria Ave. #1200
Ventura, CA 93009-1200

Bill To: Michelle Ascencion, City Clerk
City of Oxnard
300 West Third Street 4th Floor
Oxnard CA 93030

**RE: Recall Petitions- Full Signature Verification
December 2017**

ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
	Labor cost for full signature verification of recall petitions Qty: 4 Petitions		\$ 82,061.98
Total Due			\$ 82,061.98

Please make all checks payable to : Elections Division.

Payment is due upon receipt

If you have any questions about this invoice, please call Chiu Pin Chow at 805-654-3905.

c: jlb
CO

Full Signature Verification -Cost Recovery
SALARIES & BENEFITS COST - PETITION 2017_2 OXNARD RECALL

Job Title	Name	PP17-25	PP17-26	PP18-01	Total	Rate/HR	ACTUAL SALARY	ACTUAL OVERTIME	ACTUAL BENEFITS	TOTAL SAL & BENEFITS
		ACTUAL Hours 11/19/17- 12/2/17	ACTUAL Hours 12/3/17- 12/16/17	ACTUAL Hours 12/17/17- 12/30/17	ACTUAL OT Hours					
Records Technician II	Jimenez-Solorio, Claudia Edith	23.50	79.50	48.00	7.00	18.613900	2,810.70	194.38	1,619.15	4,624.23
Records Technician IV	Valenzuela, Agnes	72.00	80.00	39.00	9.60	24.225609	4,627.08	358.38	2,772.67	7,758.13
Elections Precinct Coordinator	Maddox, Allision	29.30	40.00	0.00	7.00	28.103413	1,947.57	298.17	1,112.84	3,358.58
Clerk/Recorder Prgrm Sprvsr II	E Valenzuela	70.50	55.00	30.00	9.75	30.171014	4,691.58	448.77	2,529.56	7,669.91
Records Technician IV	Enriquez, Mayra	56.00	74.58	0.00	5.50	24.225609	3,163.38	186.72	1,802.74	5,152.84
Records Technician IV	Hernandez, Irma	41.50	78.17	24.00	0.50	24.225609	3,480.48	12.11	2,130.25	5,622.84
Clerk/Recorder Prgrm Sprvsr II	Daneil Chavez	0.00	18.00	0.00	0.00	30.171014	543.08	0.00	308.98	852.06
Records Technician III	Kim Goodenough	0.00	40.00	0.00	5.00	20.007854	800.31	150.06	469.31	1,419.68
Records Technician III	Jessica, Ocegueda	0.00	40.00	0.00	4.00	18.188959	727.56	108.63	449.07	1,285.26
		292.80	505.25	141.00	48.35		22,791.74	1,757.22	13,194.57	37,743.53
Records Technician III	Menchaca, Laurie	27.50	0.00	0.00	0.00	20.570484	565.69	0.00	305.61	871.30
Records Technician II	Zendejas, Crystal	32.00	68.50	0.00	8.00	19.867983	1,996.73	236.61	1,235.72	3,469.06
Accountant II	Chow, Chiupin	23.00	0.00	0.00	1.50	30.401342	699.23	68.40	367.38	1,135.01
Records Technician II	Rayner, Jennifer	39.00	80.00	0.00	7.00	16.921728	2,013.69	177.67	1,114.30	3,305.66
Clerk/Recorder Prgrm Sprvsr II	Harmon, Sheila	37.00	8.00	0.00	2.50	30.171014	1,357.70	113.14	669.00	2,139.84
		158.50	156.50	0.00	19.00		6,633.04	595.82	3,692.01	10,920.87
Office Assistant III	Hernandez, David	73.00	38.00	0.00	7.00	15.19654/16.739535	1,745.47	172.29	239.29	2,157.05
Office Assistant III	Moore, Preston	72.00	28.00	0.00	7.00	15.19654/16.739535	1,562.86	126.26	215.58	1,904.70
Office Assistant II	King, Carol	31.50	56.50	0.00	5.40	15.227668	1,340.04	123.34	180.26	1,643.64
Office Assistant II	Rivera, Alice	57.50	49.50	0.00	0.00	14.971961/16.618597	1,732.68	0.00	228.92	1,961.60
Office Assistant II	Bek, Catherine	66.00	41.50	0.00	0.00	15.227668	1,636.97	0.00	235.48	1,872.45
Office Assistant II	Davenport, Sally	18.00	58.50	0.00	5.50	15.227668	1,151.87	125.63	170.24	1,447.74
Office Assistant II	Ludaescher, Monique	18.00	58.50	0.00	1.50	15.227668	1,164.92	34.26	154.81	1,353.99
Office Assistant II	Karol, Kristi	14.00	58.50	0.00	5.50	15.227668	1,093.86	125.63	159.29	1,378.78
Office Assistant II	Nuno, Sylvia	14.00	58.50	0.00	5.50	15.227668	1,093.86	125.63	388.05	1,607.54
Office Assistant II	Asvadi, Sasha	18.00	58.40	0.00	5.50	15.227668	1,150.35	125.63	170.04	1,446.02
Office Assistant II	Segura, Gina	18.00	58.50	0.00	5.50	15.227668	1,164.92	125.63	157.19	1,447.74
Office Assistant II	Infante, Eunice	18.00	58.50	0.00	5.50	16.618597	1,271.32	137.10	171.54	1,579.96
Office Assistant II	Ford, Samantha	0.00	58.50	0.00	5.00	15.227668	890.82	114.21	120.67	1,125.70
Office Assistant II	Ryan, Bridget	0.00	47.50	0.00	0.00	15.227668	723.31	0.00	95.57	818.88
Office Assistant II	Perez, Maria G. Isaac	0.00	58.50	0.00	5.00	15.227668	890.82	114.21	120.67	1,125.70
Office Assistant II	Joiner, Debora	0.00	58.50	0.00	2.50	15.227668	890.82	57.10	119.19	1,067.11
Office Assistant I	Romero, Ramon A	0.00	46.50	0.00	0.00	15.827235	735.96	0.00	97.23	833.19
Office Assistant II	Pinckney, Yolanda	0.00	19.00	0.00	0.00	15.227668	289.33	0.00	38.23	327.56
		418.00	911.40	0.00	66.40		20,530.18	1,506.92	3,062.25	25,099.35
Sub-Total Salary & Benefits		869.30	1573.15	141.00	133.75		\$ 49,954.96	\$ 3,859.96	\$ 19,948.83	\$ 73,763.75
Administration										
Assist Registrar of Voters	Saucedo, Tracy	26	4	7		85.79				3,174
Program Administrator III	Cobos, Martin	40	28	12		64.05				5,124
Sub-Total Salary & Benefits										8,298

Total Salary & Benefits (REG, CCR, EH & ADMIN)

\$ 82,061.98

(This page is intentionally blank.)



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: February 13, 2018

TO: Successor Agency

THROUGH: Scott Whitney
Interim City Manager

FROM: Kimberly Horner
Economic Development Director

SUBJECT: Amendment to the Esplanade Shopping Center Agreement Affecting Real Property (5/10/10)

CONTACT: Kimberly Horner, Economic Development Director
Kimberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the Successor Agency:

1. Adopt a Resolution 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.

BACKGROUND

The Successor Agency's predecessor-in-interest, the Oxnard Community Development Commission, entered into an Owner Participation Agreement, dated as of November 15, 2000

(the "OPA"), with M&H Realty Partners IV, L.P., predecessor-in-interest to California Property Owner I, LLC (the "Developer") in connection with the Esplanade Project.

Pursuant to the OPA, the Successor Agency's and the Developer's predecessors-in-interest entered into an Agreement Affecting Real Property, dated as of November 15, 2000, and recorded in the Official Records of Ventura County on January 9, 2001 (the "AARP").

The AARP contains, among other things, restrictions intended to ensure that the Esplanade Project is a first-class retail shopping center. The Successor Agency and the Developer desire to amend a clause in the AARP in order to allow a proposed tenant that would otherwise be prohibited.

Presently, the AARP prohibits "[a]ny retail sales operation for which the average price of merchandise is \$5 or less". The Developer desires to rent 13,301 square feet of the Esplanade Project to a retail sales operation for which the average price of merchandise is \$5 or less (i.e., Five Below retail stores). The proposed amendment to the AARP (the "Amendment") would exempt Five Below retail stores from this prohibition.

NOTE: The attachment to the Esplanade OPA is not included in the agenda packets due to size (212 pages). Copies for review are available at the Help Desk in the Oxnard Main Library, in the City Clerk's office, and on the City's website at www.oxnard.org/city-meetings.

ENVIRONMENTAL IMPACT

The actions to be taken pursuant to the Amendment do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

FINANCIAL IMPACT

There would be no financial impact on the Successor Agency as a result of the proposed Amendment.

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.

Amendment to the Esplanade Shopping Center Agreement Affecting Real Property (5/10/10)
February 13, 2018
Page 3

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 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

ATTACHMENTS:

Attachment #1: SA Resolution - Esplanade AARP Amendment

Attachment #2: Amendment to Agreement Affecting Real Property

Attachment #3: Esplanade OPA

RESOLUTION NO. ____

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

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

Resolution No. _____
Page 2

“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, the Successor Agency’s predecessor-in-interest, the Former CDC, entered into an Owner Participation Agreement, dated as of November 15, 2000 (the “**OPA**”), with M&H Realty Partners IV, L.P., predecessor-in-interest to California Property Owner I, LLC (the “**Developer**”) in connection with the Esplanade Project; and

WHEREAS, pursuant to the OPA, the Successor Agency’s and the Developer’s predecessors-in-interest entered into an Agreement Affecting Real Property, dated as of November 15, 2000, and recorded in the Official Records of Ventura County on January 9, 2001 (the “**AARP**”); and

WHEREAS, the AARP contains, among other things, restrictions intended to ensure that the Esplanade Project is a first-class retail shopping center; and

WHEREAS, the Successor Agency and the Developer desire to amend a clause in the AARP in order to allow a proposed tenant that would otherwise be prohibited; and

WHEREAS, presently, the AARP prohibits “[a]ny retail sales operation for which the average price of merchandise is \$5 or less”; and

WHEREAS, the Developer desires to rent 13,301 square feet of the Esplanade Project to a retail sales operation for which the average price of merchandise is \$5 or less (*i.e.*, Five Below retail stores); and

WHEREAS, the proposed amendment to the AARP (the “**Amendment**”) would exempt Five Below retail stores from this prohibition; and

WHEREAS, the Amendment is now being submitted to the Successor Agency Board for review and approval; and

WHEREAS, the Successor Agency has determined that the actions to be taken pursuant to the Amendment 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.

Resolution No. _____

Page 3

Section 2. The Successor Agency Board has received and heard all oral and written objections to the proposed Amendment, 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 Amendment, substantially in the form attached to the February 13, 2018 Successor Agency staff report, Agenda Item No. ____.

Section 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Interim Executive Director of the Successor Agency, 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.

Section 5. The Successor Agency Board hereby authorizes and directs the Interim Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Amendment 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.

Resolution No. _____

Page 4

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the 13th day of February, 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

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
Attention: Economic Development Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO AGREEMENT AFFECTING REAL PROPERTY

This AMENDMENT TO AGREEMENT AFFECTING REAL PROPERTY (this “**Amendment**”), is entered into as of _____, 2018, by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the “**Successor Agency**”) (successor-in-interest to the Oxnard Community Development Commission, a public body, corporate and politic), and CALIFORNIA PROPERTY OWNER I, LLC, a Delaware limited liability company (the “**Developer**”) (successor-in-interest to M&H Realty Partners IV, L.P., a California limited partnership), with reference to the following facts:

RECITALS

A. The Successor Agency’s and the Developer’s predecessors-in-interest entered into that certain Agreement Affecting Real Property, dated as of November 15, 2000, recorded in the Official Records of Ventura County on January 9, 2001 as DOC-2001-0007750-00 (as it may have been amended from time to time, the “**Agreement**”), with respect to the property described in Exhibits A, B and C, attached hereto and incorporated herein by this reference.

B. The Successor Agency and the Developer desire to amend a clause in the Agreement, as set forth below.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

AGREEMENT

1. Section 1(d)(2)(l) of the Agreement is hereby deleted in its entirety and replaced with the following: “Any retail sales operation for which the average price of merchandise is \$5.00 or less, except that this prohibition shall not apply to Five Below retail stores or any retail sales operation for which the main commercial use or business operation is the sale of food and/or beverages;”.

2. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

3. This Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

[signature page follows - remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

SUCCESSOR AGENCY

**OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY**, a
public body, corporate and politic

Date: _____

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Michelle Ascencion
Successor Agency Secretary

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

By: _____

Todd C. Mooney

DEVELOPER

CALIFORNIA PROPERTY OWNER I, LLC, a
Delaware limited liability company

Date: _____

By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2018 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2018 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

Esplanade OPA

NOTE: The attachment to the Esplanade OPA is not included in the agenda packets due to size (212 pages). Copies for review are available at the Help Desk in the Oxnard Main Library, in the City Clerk's office, and on the City's website at www.oxnard.org/city-meetings.