Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

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

Council Chambers, 305 West Third Street

January 9, 2018

Regular Meeting - 6:00 PM

Appointment Item - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

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

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. APPOINTMENT ITEMS (5:00 PM)

Fire Department

1. SUBJECT: Standards of Cover Review (30/10/5)
   RECOMMENDATION: That City Council receive an oral report presented by FACETS Consulting of a Community Risk Assessment and Standards of Cover Report conducted on behalf of City of Oxnard Fire Department.
   Legislative Body: CC   Contact: Darwin Base   Phone: 385-7700

D. CEREMONIAL CALENDAR (6:00 PM)

1. Presentation of a Proclamation Designating January 15, 2018 as "Martin Luther King, Jr. Day."

2. Introduction of the Downtown Revitalization Manager Claudia Pedroso.

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, 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. <u>REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY</u>

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. <u>CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS</u>

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.

<u>City Manager Department</u>

1. <u>SUBJECT</u>: Approval of City of Oxnard Legislative Program for 2018 (5/5/5)
<u>RECOMMENDATION</u>: That the City Council:
1. Discuss and deliberate on the 2018 Legislative Priorities;
2. Adopt a resolution approving the 2018 Legislative Program for the City of Oxnard; and
3. Take such additional, related action as may be desired.
Legislative Body: CC Contact: Jesus Nava Phone: 385-7497

2. <u>SUBJECT</u>: Federal and State Lobbyist Agreements (5/5/5)
<u>RECOMMENDATION</u>: That City Council:
1. Approve and authorize the Interim City Manager to execute an agreement with HROD, Inc, John R. O'Donnell (A-8049) in the amount of $196,200 beginning January 14, 2018 through January 13, 2021 for federal lobbyist services; and
2. Approve and authorize the Interim City Manager to execute an agreement with Michael J. Arnold and Associates, Inc. (A-8050) in the amount of $144,000 beginning January 14, 2018 through January 13, 2021 for state lobbyist services.
Legislative Body: CC Contact: Jesus Nava Phone: 385-7497

<u>City Attorney Department</u>

3. <u>SUBJECT</u>: Resolution Designating Interim City Manager (5/5/5)
<u>RECOMMENDATION</u>: That City Council adopt a resolution designating Chief Scott Whitney as Interim City Manager effective close of business January 5, 2018 for a temporary

period while the City Council recruits a new City Manager, and during which period Chief Whitney will continue to act as Police Chief and shall receive a 10% temporary pay upgrade.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

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 Clerk Department

1. SUBJECT: Minutes of the December 11, 2017 Adjourned Regular Meeting, December 11, 2017 Special Meeting, December 12, 2017 Regular Meeting, December 13, 2017 Special Meeting, December 19, 2017 Regular Meeting, and January 3, 2018 Special Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

2. SUBJECT: Certificates of Sufficiency of Recall Petition Signatures.
RECOMMENDATION: No City Council action is required at this time; however a resolution calling a special election for the recall will be brought to the Council for adoption at the January 23, 2017 regular meeting.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

City Manager Department

3. 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. Kelly Cleaning & Supplies, Inc. (7592-16-PW) to provide custodial services at seven utility facilities ($45,000).
B. Quinn Company (Purchase Order #6627) for the purchase of two emergency standby generators ($141,377).
Legislative Body: CC Contact: Scott Whitney Phone: 385-7624

Cultural and Community Service Department

4. SUBJECT: Resolution Approving Submittal of CalVIP Grant Application
RECOMMENDATION: That City Council adopt a resolution:
1. Authorizing the City Manager to submit an application for $500,000 in Board of State

and Community Corrections (BSCC) grant funding for the 2018/20 California Violence Intervention and Prevention (CalVIP) project to reduce gang and youth violence through direct intervention, youth employment, and community engagement;
2. Authorizing the City Manager or designee to execute a grant agreement for funding from the State of California/BSCC for the CalVIP Program from May 1, 2018 through April 30, 2020; and
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorizing the Recreation and Community Services Department/Office of Youth Safety to submit non-financial reports.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

Fire Department

5. SUBJECT: Commercial Rescue with Light and Breathing Air System
RECOMMENDATION: That City Council approves and authorizes the Mayor to execute one (1) purchase order (Requisition 3667) for a total amount of $436,179 for the purchase of a Commercial Rescue with Light and Breathing Air System Vehicle.
Legislative Body: CC Contact: Darwin Base Phone: 385-7700

Public Works Department

6. SUBJECT: Purchase Order with Wastequip Manufacturing Company, LLC for Supply and Delivery of Commercial and Industrial Waste and Recycle Containers
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Purchase Order No. 6606 with Wastequip Manufacturing Company, LLC in an amount not-to-exceed $479,315.63 for the supply and delivery of commercial and industrial waste and recycle containers for a one year term.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

7. SUBJECT: Award Contract for Campus Park ASR Well Pipeline Phase I PW 17-28 (5/5/5)
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8038 with Toro Enterprises, Inc. in the amount of $648,828.00 for the Campus Park ASR Well Pipeline Phase I PW 17-28;
2. Approve $65,172 as Project contingency for the Campus Park ASR Well Pipeline Phase I PW 17-28; and
3. Approve an appropriation of $714,000 for Campus Park ASR Well Pipeline Phase I Project No. 186504.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

K. PUBLIC HEARINGS

Public Works Department

1. SUBJECT: Rio Manor Mutual Water Company Well Permit Request (5/5/10)

RECOMMENDATION: That City Council:
1. Hold a public hearing to consider the application from the Rio Manor Mutual Water Company well permit; and
2. If satisfied that the drilling of the well and the operation thereof will not deplete or contaminate the City's water supply, approve the application and grant a permit for the well, including any conditions for the permit as deemed appropriate by the City Council.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

L. REPORTS

Economic Development Department

1. SUBJECT: Disposition of Successor Agency Owned Property - 740 South B Street (5/15/15)
RECOMMENDATION: That the Successor Agency:
1. Adopt a Resolution entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and, Michelle and Greg Kenney, as Buyer, with regard to real property located at 740 South B Street".
2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.
4. Approve option 2 under redevelopment dissolution law whereby net proceeds from the sale of the Property be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated 19.6% of any sales proceeds).
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

2. SUBJECT: Approval of Request for Final and Conclusive Determination, RiverPark Owner Participation Agreement (5/5/5)
RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency (the "Successor Agency") adopt the resolution titled "Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency Approving, and Recommending to its Oversight Board Approval of, a Request that the California Department of Finance Make a Final and Conclusive Determination Concerning the Riverpark Owner Participation Agreement, Consenting to the Assignment of OPA Payments to Piper Jaffray & Co. and Authorizing the Execution of an Estoppel Certificate."
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

M. ADJOURNMENT

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Appointment Item** **AGENDA ITEM NO.: 1**

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Standards of Cover Review (30/10/5)

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council receive an oral report presented by FACETS Consulting of a Community Risk Assessment and Standards of Cover Report conducted on behalf of City of Oxnard Fire Department.

BACKGROUND

In early 2017 the City of Oxnard released a Request for Proposals to provide a study of the department consisting of a community risk assessment and a standard of cover review. The RFP was open to qualified consulting firms specializing in fire service administration, deployment and planning. The intended purpose of the study was to research, write, and produce a Community Risk Assessment and Standards of Cover Report, consistent with the guidelines defined by the Center for Public Safety Excellence and Commission on Fire Accreditation International. FACETS Consulting was awarded the contract.

Beginning during the month of April 2017, the FACETS Consulting project team conducted a series of conference calls, email communications and several on-site visits in Oxnard in order to gain as much detailed information as possible. This was done in conjunction with an assessment of fire risks and related characteristics of the community while assessing the organization of the department. Along with the onsite visits, the team began the process of identify and assimilating detailed data, records and other related material. Subsequent to the onsite work, a detailed off-site review of material was done in order to begin the process of assessing the department's organization, operations and management.

The observations and recommendations of the report will be reviewed during this oral report.

NOTE: Due to size, Attachment A (83 pages) is not included in agenda packets. Copies for review are available at the Oxnard Main Library, the South Oxnard Library, the City Clerk's office, and on the City's website at www.oxnard.org/city-meetings.

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:

Objective 1d. Examine options for long term sustainability of public safety

FINANCIAL IMPACT

There is no financial impact caused by this report.

ATTACHMENTS:

Attachment A: Community Risk Assessment

COMMUNITY RISK ASSESSMENT & FIRE DEPARTMENT STANDARDS OF COVER REPORT

FINAL REPORT

City of Oxnard, California

September, 2017

FACETS CONSULTING

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

CITY OF OXNARD CALIFORNIA

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jesus Nava
Assistant City Mgr

SUBJECT: Approval of City of Oxnard Legislative Program for 2018 (5/5/5)

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, 385-7497

RECOMMENDATION:

That the City Council:
1. Discuss and deliberate on the 2018 Legislative Priorities;
2. Adopt a resolution approving the 2018 Legislative Program for the City of Oxnard; and
3. Take such additional, related action as may be desired.

BACKGROUND

During the past three years, the City of Oxnard has continued to use the previously adopted 2015-2016 Legislative Program for consideration of any federal and state legislative matters. Due to staff changes over the past few years, there has not been staff available to provide dedicated attention to legislative matters on behalf of the City and maintain relationships with federal and state representatives.

In October 2017, the City of Oxnard contracted Elisabeth Paniagua, Principal of E.P. Consulting Services to conduct a comprehensive update of the previous Legislative Program and provide ongoing Legislative Liaison services.

The goal of the comprehensive Legislative Program is to provide a policy foundation for the City of Oxnard to support, oppose or remain neutral on legislative issues it faces and provide a defined avenue to convey its interests at the regional, State and Federal levels. By doing so, the City is better able to react quickly to changes in legislative circumstances and strategically pursue funding opportunities than it would be if each item were taken for City Council's review and consideration.

The 2018 Legislative Program is the result of numerous meetings and input from city departments and City Council Members regarding all possible legislative concerns and current funding needs for city projects and programs. E.P. Consulting Services conducted a full analysis of the City's previous Legislative Program against federal and state laws and legislation, City input, as well as collaborating with the federal and state lobbyists to identify possible future funding opportunities. Based on the concerns and needs expressed by City departments, specific policy and funding priorities were developed to encompass all possible areas that can result in positive or negative impacts on city operations.

The 2018 Legislative Program includes specific priorities under the following Federal and State policy areas:

FEDERAL
Local Control
Community Services
Economic Development
Finance
Housing
Labor Relations
Libraries
Military Bases
Public Safety
Sustainability (Energy and Environment)
Transportation
Water

STATE
Local Control
Community Services
Economic Development
Finance
Labor Relations
Housing
Land Use
Libraries
Public Safety
Sustainability (Energy and Environment)
Telecommunications
Transportation

Waste Management
Water

Once adopted, the goals and objectives for the 2018 Legislative Program is for the City to continue to maintain a proactive approach to ensure its interests and concerns are expressed through a) monitoring and analysis of federal and state legislation; b) advising on whether to adopt a position either in favor or against particular legislation; c) collaborating with the City's lobbyist teams to engage advocacy efforts to advance the City's interests in Washington, D.C., and Sacramento; and d) maintaining ongoing communication with federal and state representatives.

Another important part of ongoing advocacy efforts is representing the City of Oxnard's interests directly through City delegation visits to Washington, D.C., and Sacramento. In preparation for future delegation meetings, the best months to coordinate such visits are February, March and April of 2018. In the upcoming months, the specific dates will be identified to coordinate these future meetings.

In order to continue a proactive approach for coming years, it is recommended that the City maintain an ongoing Legislative Program throughout the calendar year and prepare for upcoming legislative session years by annually updating the City's Legislative Program during late summer to early fall.

Staff requests the City Council approve the City of Oxnard 2018 Legislation Program.

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

None.

ATTACHMENTS:

Attachment A: Legislative Program Resolution

Attachment B: City of Oxnard 2018 Legislative Program (Final 1-3-2018)

Attachment C: CQ 2018 Congressional Calendar (1)

Attachment D: CA Senate2018legislativecalendar

Attachment E: CA Assembly 2018legislativecalendar

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE 2018 LEGISLATIVE PROGRAM FOR FEDERAL AND STATE LEGISLATIVE MATTERS

WHEREAS, the goal of a Legislative Program is to provide a policy foundation for the City of Oxnard to support, oppose or remain neutral on legislative matters it faces and provide a defined avenue to convey its interests at the regional, State and Federal levels; and

WHEREAS, a Legislative Program allows the City to react quickly to changes in legislative circumstances and strategically pursue funding opportunities than it would if each item was taken for City Council's review and consideration; and

WHEREAS, although the City Council previously adopted the 2015-2016 Legislative Program, it is important for this document to be updated to reflect the City's current goals and objectives as it relates to legislative matters; and

WHEREAS, the proposed 2018 Legislative Program provides updated priorities under specific State and Federal policy areas; and

WHEREAS, the City Council wishes to adopt the 2018 Legislative Program.

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

SECTION 1. The City Council hereby adopts the 2018 Legislative Program, a copy of which is on file with the City Clerk.

PASSED AND ADOPTED THIS 9th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

for

____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

Legislative Program

2018 LEGISLATIVE SESSION

January 2018

E.P. Consulting Services

City of Oxnard

2018 Legislative Program

Prepared for the City of Oxnard
by
E.P. Consulting Services

January 9, 2018

CITY OF OXNARD

"The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government." *(Mission Statement- adopted January 2005)*

Incorporated as a general law city in 1903, Oxnard is a vibrant and culturally diverse community. Located on the beautiful Pacific Ocean Coast, the city has a small-town charm and has becomes a hub of manufacturing, agriculture, financial services, defense, international trade and tourism. Named for the Oxnard brothers who began the agricultural community by opening a sugar beet factory, today Oxnard is a thriving center of commerce, tourism and industry in Ventura County. Oxnard is the largest city in Ventura County with its population of over 200,000 residents. As a full-service city, Oxnard provides a full range of municipal services, including police and fire protection, parks and recreational services, library services, cultural events, water, wastewater, and solid waste disposal services. The population has grown significantly in the last fifty years, providing many challenges to local government and residents. As Oxnard grows and evolves, the city will continue to strive to maintain a balance between its residents' needs and being a "business friendly" community.

COMMUNITY DEMOGRAPHICS

(U.S. Census 2010)

Population	197,966
Median Household Income	$60,621 (2015)
Median Age	29.9 years
55 years and over	16.9%
Hispanic or Latino	73.5%
Total housing units	52,772
Average household size	3.95
Individuals below poverty level	15.1%

OXNARD FEDERAL AND STATE REPRESENTATION

U.S. House of Representatives 26th District

Congresswoman Julia Brownley	www.juliabrownley.house.gov	
1019 Longworth House Office Building	Phone:	(202) 225-5811
Washington, DC 20515	Fax:	(202) 225-1100
300 E. Esplanade Drive, Suite 470	Phone:	(805) 379-1779
Oxnard, CA 93036		

U.S. Senate

Senator Dianne Feinstein	www.feinstein.senate.gov	
331 Hart Senate Office Building	Phone:	(202) 224-3841
Washington, D.C. 20510	Fax:	(202) 228-3954
11111 Santa Monica Blvd., Suite 915	Phone:	(310) 914-7300
Los Angeles, CA 90025	Fax:	(310) 914-7318
Senator Kamala D. Harris	www.harris.senate.gov	
112 Hart Senate Office Building	Phone:	(202) 224-3553
Washington, D.C. 20510	Fax:	(202) 224-2200
312 N. Spring Street, Suite 1748	Fax:	(213) 894-5000
Los Angeles, CA 90012	Fax:	(202) 224-0357

State Senate 19th District

Senator Hannah- Beth Jackson	www.sd19.senate.ca.gov	
State Capital, Rm 2032	Phone:	(916) 651-4019
Sacramento, CA 95814		
300 E. Esplanade Drive, Suite 430	Phone:	(805) 988-1940
Oxnard, CA 93036		

State Assembly 37th District

Assembly Member Monique Limon	www.a37.asmdc.org	
State Capital	Phone:	(916) 319-2037
P.O. Box 942849	Fax:	(916) 319-2137
Sacramento, CA 94249-0037		
89 S. California Street, Suite F	Phone:	(805) 641-3700
Ventura, CA 93001	Fax:	(805) 641-3708

State Assembly 44th District

Assembly Member Jacqui Irwin	www.a44.asmdc.org	
State Capitol	Phone:	(916) 319-2044
P.O. Box 942849, Rm #5119	Fax:	(916) 319-2144
Sacramento, CA 94249-0044		
230 W. 7th Street, Suite B	Phone:	(805) 483-4488
Oxnard, CA 93030		

EXECUTIVE SUMMARY

The Legislative Program provides a framework for the City of Oxnard's legislative priorities. It serves as the foundation of a focused advocacy strategy to assist the City Council and Executive Management staff in evaluating federal and state legislative initiatives against City interests. The Legislative Program supports the City's advocating efforts by enabling is to adopt City positions on clearly stated legislative issues, streamlining the process to proactively protect City interest by providing prompt and accurate responses to legislation throughout the year. In addition, the Program also assesses and identifies critical funding needs for City projects and programs.

The Legislative Program is developed through a detailed analysis of citywide legislative priorities and funding needs, including input from City staff, research of current law and pending legislation, and discussion with federal and state advocates. The Legislative priorities identified include those that directly impact municipal services and programs. Usually, the City will not include legislative matters that are not relevant to local government services.

The City's Legislative staff will review federal and state legislation proposals and policies throughout the calendar year. Proposed legislation that is consistent with the Program may be supported by the City, while policies inconsistent with City interests may be opposed. The City's designated legislative staff will be authorized to prepare position letters for the Mayor's signature. Items not addressed in the Program may acquire further Council direction.

2018 LEGISLATIVE PROGRAM PRIORITES

Federal Policy Areas

1. Community Services
2. Economic Development
3. Finance
4. Housing
5. Labor Relations
6. Libraries
7. Local Control
8. Military Bases
9. Public Safety
10. Sustainability (Energy and Environment)
11. Transportation
12. Water

State Policy Areas

1. Community Services
2. Economic Development
3. Finance
4. Labor Relations
5. Local Control
6. Housing
7. Land Use
8. Libraries
9. Public Safety
10. Sustainability (Energy and Environment)
11. Telecommunications
12. Transportation
13. Waste Management
14. Water

FEDERAL POLICY AREAS

1. *Community Services*

a) Support legislation that expands programs and services for senior citizen programs, including nutrition, transportation, adult day care, recreation and emergency preparedness education.
b) Support legislation that supports the creation and development of a comprehensive program for at-risk youth to provide early academic and life skills, job and career mentorship, and job training opportunities.
c) Advocate for Federal funding sources that support 21st Century Community Learning Center programs to provide academic enrichment and achievement opportunities during non-school hours for low-income and at-risk children.
d) Advocate for Federal funding sources that support technology programs to expand public access to computers at local community facilities.
e) Advocate for Federal funding sources that support and expand health and wellness services and education for low-income residents, youth and seniors.
f) Advocate for Federal funding sources that support disadvantaged communities for the development and rehabilitation of parks, recreation facilities and open space areas.

2. *Economic Development*

a) Support legislation that creates local jobs in manufacturing and service sectors in the United States that do not compromise environmental standards.
b) Support legislation that provides economic expansion opportunities to Naval Base Ventura County and the Port of Hueneme.
c) Advocate for Federal funding sources that support direct assistance to local governments to stimulate local economic development activities.
d) Advocate for Federal funding sources that support economic partnerships and collaboration with regional partners.

3. *Finance*

a) Oppose legislation that proposes changes to the tax system and local tax allocations which would result in a negative impact on local government.
b) Support legislation that allows states and cities to collect their fair share allocation of sales taxes on internet, catalog or other remote sales.

4. *Housing*

a) Support legislation that reforms and streamlines the Veteran Assistance Voucher Program requirements to ensure a broader qualification of homeless veterans.

b) Support legislation that reestablishes self-sufficiency program authority to local Housing Authorities.
c) Support legislation that expands Section 8 Housing Voucher and Public Housing Programs.
d) Advocate for Federal funding for the Continuum of Care (CoC) Homeless Assistance Program to assists homeless individuals and families move into transitional and permanent housing.
e) Advocate for Federal funding for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESP) Programs for projects focused on affordable housing, homelessness, economic development, community infrastructure and neighborhood improvement.
f) Advocate for Federal funding sources that support the planning and construction of year-round transitional homeless shelters, including the Kingdom Center (women and children) and a supportive housing shelter for men.
g) Advocate for Federal funding sources that support the Choice Neighborhoods Grant Program to improve public housing areas with comprehensive neighborhood revitalization.

5. Labor Relations

a) Support legislation that reforms the Affordable Medical Care Act mandates to reduce costs for local government agencies.

6. Libraries

a) Advocate for Federal funding sources that support the Library Services and Technology Act (LSTA) to support local library services and technology development services for low-income residents.

7. Local Control

a) Oppose Federal legislation that fails to provide full cost reimbursement for all Federal mandated programs.
b) Oppose Federal legislation that attempts to preempts local authority.

8. Military Bases

a) Support legislation that provides new missions for Naval Base Ventura County.
b) Support legislation that provides the Ventura County Regional Defense Partnership for the 21th Century (RDP-21) with resources and economic expansion opportunities.

c) Support legislation that includes aircraft for the firefighting capability of the Air National Guard within Ventura County.
d) Support legislation that develops partnerships between local businesses and military bases to expand business opportunities and improve efficiency of services for military bases.
e) Advocate for Federal funding sources that support and expand Naval Base Ventura County operations.

9. *Public Safety*

a) Support legislation that allows law enforcement to better combat violence through investigation, interdiction, and prevention of firearm related crimes.
b) Support legislation that maintains and enhances Oxnard School District's school safety, intervention and prevention programs.
c) Support legislation that requires Federal law enforcement agencies to communicate with local public safety officials as threats become known.
d) Oppose legislation that allows non-public safety individuals to carry a concealed firearm outside their state of residence or the state issuing the permit.
e) Advocate for Federal funding sources that support the expansion of emergency disaster planning and training, including prevention, protection, mitigation, hazardous materials, and response and recovery.
f) Advocate for Federal funding sources that support community emergency disaster preparedness programs, including earthquake preparedness, fire prevention and response, and other local disaster relief activities.
g) Advocate for Federal funding sources that support the expansion of the Community Emergency Response Team (CERT) training and the Emergency Operations Centers (EOC) training.
h) Advocate for Federal funding sources that support intervention and prevention programs to reduce crime and youth violence.
i) Advocate for Federal funding sources that support local law enforcement and community policing efforts to expand public safety services.
j) Advocate for Federal funding sources that support the Assistance to Firefighters Grant Program and Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for the hiring of firefighters, equipment needs and maintenance.

k) Advocate for Federal funding sources that support the Community Oriented Policing Services (COPS) Grant Programs for public safety and crime reduction through the hiring and training of community policing professionals and the development of policing strategies.

10. Sustainability (Energy and Environment)

a) Support legislation that provides statutory and regulatory protection from potential hazards to the environment, groundwater quality, air quality, seismic safety and public health.
b) Advocate for Federal funding sources that support the U.S. Army Corp of Engineers to complete the needed construction, repair, and enhancement of the Santa Clara River levee system (SR1 and SR3).
c) Advocate for Federal funding sources that support the complete remediation of the EPA Superfund (Halaco) Site.
d) Advocate for Federal funding sources that support the environmental protection, clean-up, and restoration for public access of the Ormond Beach wetlands.
e) Advocate for Federal funding sources to support capital improvement projects that expand alternative renewable energy sources, energy efficiency and conservation measures.
f) Advocate for Federal funding sources to support the reduction of greenhouse gas emissions through energy efficient upgrades to City vehicles and equipment.
g) Advocate for Federal funding sources that support local government planning and implementation of mitigation and prevention efforts for identified flood hazards under the Federal Emergency Management Agency (FEMA).

11. Transportation

a) Oppose any legislation that reduces funding to transportation projects and programs, including funding associated with the Americans with Disabilities Act and Capital Investment Grant program.
b) Advocate for Federal funding sources that support the Surface Transportation Block Grant Program to preserve and improve the conditions of public roads, pedestrian and bicycle infrastructure, and transit capital projects.
c) Advocate for Federal funding sources that support the construction of critical local regional transportation projects, including the Port Intermodal Corridor, Del Norte/ 101 Freeway Interchange, and Rice/ 5th Street Overpass.

d) Advocate for Federal funding sources that support the Transportation Investment Generating Economic Recovery (TIGER) Program to provide communities with improved transportation infrastructure, regional connectivity, and economic growth.

12. Water

a) Advocate for Federal funding sources that support the design and construction of wastewater systems to protect water quality and public health.
b) Advocate for Federal funding sources that support financial assistance programs for low-income residents to reduce costs related to utility infrastructure improvements.
c) Advocate for Federal funding sources that support the continued expansion and construction of the Groundwater Recovery Enhancement and Treatment (GREAT) Program for recycled water systems to reduce reliance on imported water and improve the availability of the local water supply.
d) Advocate for Federal funding sources that support Water SMART grants to expand local water conservation, efficiency, and a sustainable water supply.
e) Advocate for Federal funding sources that support an increase in Title XVI Water Reclamation and Reuse Program awards to support the continued expansion and construction of the recycled water infrastructure systems and project.

STATE POLICY AREAS

1. ***Community Services***
   a) Support legislation that supports the State certification and expansion of the Oxnard City Corps Program to provide community youth with mentorship, skills and work experience.
   b) Support legislation that supports and expands community cultural arts programs to improve quality of life and promote art education.
   c) Oppose State legislation that reduces or eliminates funding for recreation, senior and art programs.
   d) Advocate for State funding sources that support disadvantaged communities for the acquisition, development, and rehabilitation of parks and recreation facilities and open space areas.
   e) Advocate for State funding sources that support recreational and sports programs for all residents including youth and seniors.
   f) Advocate for State funding sources that support the California Violence Intervention and Prevention (CalVIP) Grant to provide programs for at-risk youth.

2. ***Economic Development***
   a) Support legislation that improves California's business climate by supporting the development of industry specific workforce training programs for both youth, young adult, including on the job training focused on regional industry needs.
   b) Support legislation that provides resources focused on supporting local economic development activities including business retention and business attraction.
   c) Support legislation that creates new measures or incentives to better attract and expand the film industry in Ventura County.
   d) Support legislation that supports the expansion of tourism and conventions in California, specifically in Ventura County.
   e) Support legislation that returns local government's ability to enact property tax increment financing or other redevelopment tools that can be used for economic expansion and partnership opportunities.
   f) Advocate for State funding sources that creates a California tourism program to promote and support local cultural arts programs, including public art.

3. *Finance*

a) Support legislation that reforms the local government finance structure to create long term stability for local government financing, including future growth, public services and facilities.
b) Support legislation that provides cities with a greater share of fines and forfeitures.
c) Oppose legislation that would impose State mandated costs with no guarantee of local reimbursement for city services.
d) Oppose legislation that restricts local taxing authority over new development, including changes to development taxes and fees.
e) Advocate for State funding sources that support city programs, services and infrastructure projects.

4. *Labor Relations*

a) Support legislation that reforms the workers compensation system to lower employer costs while continuing to protect employees.
b) Support legislation that reforms the Public Employees Retirement System (PERS) pension system and other post-employment benefits to increase long term sustainability and decrease long-term costs.
c) Oppose legislation that removes local authority to determine the level of benefits provided to employees.
d) Oppose legislation that reduces local control in public employee disputes and/or imposes regulations from an outside governmental agency or special interest group.
e) Oppose legislation that limits local governments' ability to contract for services.

5. *Housing*

a) Support legislation that provides local government the flexibility to provide fair and affordable housing options and expand local housing programs.
b) Advocate for State funding sources that support disadvantaged communities to encourage, protect and maintain affordable housing programs for low-income residents, families and special populations.
c) Advocate for State funding sources that support the planning and construction of year-round transitional homeless shelters and other continuum of care supportive programs.
d) Advocate for State funding that supports the CalHOME and Building Equity and Growth in Neighborhoods (BEGIN) Grant Programs to provide assistance for housing rehabilitation and first-time homebuyers.

6. ***Land Use***
   a) Support legislation that strengthens the concept of local control for land use and zoning matters.
   b) Support legislation that provides for shared land use determination among counties and cities when the General Plan of the city establishes a planning area consistent with Government Code provisions.
   c) Support legislation that develops a statewide earthquake disaster prevention model for new development and structural seismic retrofit program for existing buildings.
   d) Support legislation that provides for better oversight and accountability during the sale of private properties with unpermitted improvements.
   e) Support legislation that revises and streamlines the California Environmental Quality Act (CEQA) permitting and environmental review process to promote local economic vitality.

7. ***Local Control***
   a) Oppose State legislation that fails to provide full cost reimbursement of local government services for all State mandated programs.
   b) Oppose State legislation that attempts to preempt local authority.
   c) Oppose State legislation or mandate that interrupt or weaken City services and infrastructure

8. ***Libraries***
   a) Support legislation that limits libraries' contributions to the Educational Revenue Augmentation Fund (ERAF).
   b) Oppose legislation that reduce funding for public libraries.
   c) Advocate for State funding sources that support local libraries infrastructure and services without imposition of local taxes.

9. ***Public Safety***
   a) Support legislation that protects local control to restrict and regulate the sale, manufacture and use of marijuana as part of the development of State regulations under the Adult Use of Marijuana Act.
   b) Oppose legislation that reduces or limits local law enforcement efforts to serve and protect the community.
   c) Advocate for State funding sources that support the expansion of local law enforcement efforts as a result of the implementation of Adult Use of Marijuana Act.
   d) Advocate for State funding sources that support local law enforcement tools and resources to protect the public from crime, expand anti-graffiti efforts and respond to State criminal sentencing policies.

10. Sustainability (Energy and Environment)

a) Support legislation that provides a comprehensive statutory framework for regulation of hydraulic fracturing and well stimulation treatments in California.
b) Support legislation which would require the disclosure of chemicals used in hydraulic fracturing and well stimulation treatments.
c) Support legislation that supports the development and implementation of energy-efficient projects and programs for public buildings and facilities.
d) Support legislation that provides for the responsible permanent shutdown, demolish and removal of Once-Through-Cooling power plants by private owners and operators.
e) Advocate for State funding sources that support the cleanup of contaminated soil and polluted water including underground fuel tanks, surfaces water, groundwater, and coastal areas.
f) Advocate for State funding sources to support local government to evaluate and address potential climate change impacts, including rising sea level.
g) Advocate for State funding sources to support the implementation by local government of the Cap-and-Trade Program to reduce greenhouse gas emissions.
h) Advocate for State funding sources to support energy efficiency upgrades infrastructure projects, including street lights, public recreation areas and public buildings.
i) Advocate for Federal funding sources that support the local acquisition and clean-up of the Ormond Beach wetlands for the long-term environmental protection and restoration of public access.

11. Telecommunications

a) Support legislation that preserves local government authority to zone and plan for the deployment of telecommunication infrastructure.
b) Support legislation that preserves public access to Public, Educational and Government (PEG) television channels through funding for facilities and equipment, and the use of PEG fees for operational needs.
c) Oppose any legislation that negatively impacts local authority to manage and control public-right-of way and not require fair and reasonable compensation from telecommunication providers for their use.
d) Oppose legislation that reduces the collection of local franchise fees or diverts its collection by the State government or the Public Utilities Commission.

e) Oppose any measure that reduces the community's equal access to affordable cable television, Internet and other digital services.
f) Oppose legislation that reduces local government authority to zone and approve location of wireless facilities, including cellular communications towers, antennas, and telecommunication transmission sites.
g) Advocate for State funding sources that support the deployment and expansion of local telecommunication broadband infrastructure to residential, commercial and educational locations within the community.

12. Transportation

a) Support legislation that restores funding and programs for local public transit services, including transportation options for buses, bicycles and pedestrians.
b) Support legislation that supports local transportation improvements for arterial streets, road widenings, and regional State highways.
c) Advocate for State funding sources that support the construction of critical local regional transportation projects, including the Port Intermodal Corridor, Del Norte/ 101 Freeway Interchange, and Rice/ 5th Street Overpass.
d) Advocate for State funding sources that support the Road Repair and Accountability Act of 2017 to improve local transportation infrastructure and traffic safety including streets, roads, alleyways, pedestrian-crosswalk improvements, and critical regional projects.

13. Water

a) Support legislation that amends the California Recycled Water Policy to further encourage the sustainable use of recycled water to promote the conservation of water and reduce local water supply challenges.
b) Support legislation that encourages the development of consistent statewide water quality policies for the implementation of standards for impaired water bodies, including Total Maximum Daily Loads (TMDL) allocations, National Pollutant Elimination System (NPDES) permits, and monitoring programs.
c) Support legislation that amends the existing California Water Code to further support the local collection and discharge of groundwater.
d) Oppose legislation that establishes drinking water or treated water quality standards without sound scientific basis and increases costs to local communities.
e) Advocate for State funding sources that support the expansion of the Groundwater Recovery Enhancement and Treatment (GREAT) Program, including water treatment, distribution and recycled water infrastructure systems.

f) Advocate for State funding sources that support disadvantaged communities for the development and expansion of groundwater and surface water salinity infrastructure systems.

14. Waste Management

a) Support legislation that strengthens local authority to direct municipal solid waste flow to designated solid waste facilities.
b) Support legislation that streamlines the Integrated Waste Management Act requirements for local agency tracking, permitting and reporting.
c) Support legislation that promotes and expands the market for recycled materials.
d) Support legislation that encourages the innovative use of biosolids for alternative regional beneficial uses.
e) Oppose legislation that restricts or limits local authority to franchise and collect fees for refuse and recycling collection services and the ability to require contractors to guarantee achievement of Integrated Waste Management Act requirement goals (AB 393, AB 341 and AB 1826).
f) Advocate for State funding sources that support the implementation of programs to provide for the safe disposal of solid, hazardous, and special waste.

CQ 2018 Congressional Calendar

Both chambers in session

Senate only in session

January

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
	1 New Year's Day	2	3	4	5	6
7	8	9	10	11	12	13
14	15 MLK Day	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 Presidents Day	20	21	22	23	24
25	26	27	28			

March

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17 St. Patrick's Day
18	19	20	21	22	23	24
25	26	27	28	29	30 Good Fri. Passover (begins)	31

April

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1 Easter Sunday	2	3	4	5	6	7
8 Orthodox Easter	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
		1	2	3	4	5
6	7	8	9	10	11	12
13 Mother's Day	14	15	16 Ramadan (begins)	17	18	19
20	21	22	23	24	25	26
27	28 Memorial Day	29 Vesak	30	31		

June

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 Eid al-Fitr	16
17 Father's Day	18	19	20	21	22	23
24	25	26	27	28	29	30

July

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	2	3	4 Indepen-dence Day	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15 Eid al-Adha	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
						1
2	3 Labor Day	4	5	6	7	8
9 Rosh Hashana (begins)	10	11	12	13	14	15
16	17	18 Yom Kippur (begins)	19	20	21	22
23 / 30	24	25	26	27	28	29

October

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
	1	2	3	4	5	6
7	8 Columbus Day	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
				1	2	3
4	5	6 Election Day	7 Diwali	8	9	10
11	12 Veterans' Day (observed)	13	14	15	16	17
18	19	20	21	22 Thanks-giving Day	23	24
25	26	27	28	29	30	

December

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
						1
2 Hanukkah (begins)	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 / 30	24 / 31	25 Christmas Day	26	27	28	29

2018 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE
Revised 11/16/16

JANUARY						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEADLINES

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

Jan. 3 **Legislature Reconvenes** (J.R. 51(a)(4)).

Jan. 10 Budget must be submitted by Governor (Art. IV, Sec. 12(a)).

Jan. 12 Last day for **policy committees** to hear and report **to fiscal committees** fiscal bills introduced in their house in the **odd-numbered year** (J.R. 61(b)(1)).

Jan. 15 Martin Luther King, Jr. Day.

Jan. 19 Last day for any committee to hear and report to the **floor** bills introduced in that house in the odd-numbered year (J.R. 61(b)(2)). Last day to **submit bill requests** to the Office of Legislative Counsel.

Jan. 31 Last day for each house **to pass bills introduced** in that house in the odd-numbered year (J.R. 61(b)(3), (Art. IV, Sec. 10(c)).

FEBRUARY						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Feb. 16 Last day for bills to be **introduced** (J.R. 61(b)(4), (J.R. 54(a)).

Feb. 19 Presidents' Day.

MARCH						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mar. 22 **Spring Recess** begins upon adjournment of this day's session (J.R. 51(b)(1)).

Mar. 30 Cesar Chavez Day observed.

APRIL						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Apr. 2 **Legislature Reconvenes** from Spring Recess (J.R. 51(b)(1)).

Apr. 27 Last day for **policy committees** to hear and report to **fiscal committees fiscal bills** introduced in their house (J.R. 61(b)(5)).

MAY						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 11 Last day for **policy committees** to hear and report to the floor **nonfiscal** bills introduced in their house (J.R. 61(b)(6)).

May 18 Last day for **policy committees** to meet prior to June 4 (J.R. 61(b)(7)).

May 25 Last day for **fiscal committees** to hear and report to the floor bills introduced in their house (J.R. 61(b)(8)).
Last day for **fiscal committees** to meet prior to June 4 (J.R. 61(b)(9)).

May 28 Memorial Day.

May 29- June 1 Floor Session only. No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61 (b)(10)).

*Holiday schedule subject to Senate Rules committee approval

2018 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE
Revised 11/16/16

JUNE						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 1 Last day for each **house to pass bills** introduced in that house (J.R. 61(b)(11)).

June 4 Committee meetings may resume (J.R. 61(b)(12)).

June 15 Budget Bill must be passed by **midnight** (Art. IV, Sec. 12(c)(3)).

June 28 Last day for a legislative measure to qualify for the Nov. 6 General Election ballot (Elections code Sec. 9040).

June 29 Last day for **policy committees** to hear and report **fiscal bills** to fiscal committees (J.R. 61(b)(13)).

JULY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July 4 Independence Day.

July 6 Last day for **policy committees** to meet and report bills (J.R. 61(b)(14)).
Summer Recess begins upon adjournment provided Budget Bill has been passed (J.R. 51(b)(2)).

AUGUST						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Aug. 6 **Legislature Reconvenes** (J.R. 51(b)(2)).

Aug. 17 Last day for **fiscal committees** to meet and report bills (J.R. 61(b)(15)).

Aug. 20-31 Floor Session only. No committees, other than Conference and Rules Committees, may meet for any purpose (J.R. 61(b)(16)).

Aug. 24 Last day to **amend** on the floor (J.R. 61(b)(17)).

Aug. 31 Last day for **each house to pass bills**, except bills that take effect immediately or bills in Extraordinary Session (Art. IV, Sec. 10(c), (J.R. 61(b)(18)).
Final Recess begins upon adjournment (J.R. 51(b)(3)).

*Holiday schedule subject to Senate Rules committee approval

IMPORTANT DATES OCCURRING DURING INTERIM STUDY RECESS

2018

Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 and in the Governor's possession on or after Sept. 1 (Art. IV, Sec. 10(b)(2)).

Nov. 6 General Election

Nov. 30 Adjournment *Sine Die* at midnight (Art. IV, Sec. 3(a)).

Dec. 3 12 Noon convening of the 2019-20 Regular Session (Art. IV, Sec. 3(a)).

2019

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

2018 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE ASSEMBLY CHIEF CLERK
Revised 9-20-17

DEADLINES

JANUARY							
	S	M	T	W	TH	F	S
Wk. 1		1	2	3	4	5	6
Wk. 2	7	8	9	10	11	12	13
Wk. 3	14	15	16	17	18	19	20
Wk. 4	21	22	23	24	25	26	27
Wk. 1	28	29	30	31			

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

Jan. 3 Legislature reconvenes (J.R. 51(a)(4)).

Jan. 10 Budget must be submitted by Governor (Art. IV, Sec. 12(a)).

Jan. 12 Last day for **policy committees** to hear and report to **fiscal committees** fiscal bills introduced in their house in the odd-numbered year (J.R. 61(b)(1)).

Jan. 15 Martin Luther King, Jr. Day.

Jan. 19 Last day for any committee to hear and report to the **Floor** bills introduced in that house in the odd-numbered year. (J.R. 61(b)(2)). Last day to submit **bill requests** to the Office of Legislative Counsel.

Jan. 31 Last day for each house to pass bills introduced in that house in the odd-numbered year (J.R. 61(b)(3)) (Art. IV, Sec. 10(c)).

FEBRUARY							
	S	M	T	W	TH	F	S
Wk. 1					1	2	3
Wk. 2	4	5	6	7	8	9	10
Wk. 3	11	12	13	14	15	16	17
Wk. 4	18	19	20	21	22	23	24
Wk. 1	25	26	27	28			

Feb. 16 Last day for bills to be **introduced** (J.R. 61(b)(4), J.R. 54(a)).

Feb. 19 Presidents' Day.

MARCH							
	S	M	T	W	TH	F	S
Wk. 1					1	2	3
Wk. 2	4	5	6	7	8	9	10
Wk. 3	11	12	13	14	15	16	17
Wk. 4	18	19	20	21	22	23	24
Spring Recess	25	26	27	28	29	30	31

Mar. 22 **Spring Recess** begins upon adjournment (J.R. 51(b)(1)).

Mar. 30 Cesar Chavez Day observed.

APRIL							
	S	M	T	W	TH	F	S
Wk. 1	1	2	3	4	5	6	7
Wk. 2	8	9	10	11	12	13	14
Wk. 3	15	16	17	18	19	20	21
Wk. 4	22	23	24	25	26	27	28
Wk. 1	29	30					

Apr. 2 Legislature reconvenes from Spring Recess (J.R. 51 (b)(1)).

Apr. 27 Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house (J.R. 61(b)(5)).

MAY							
	S	M	T	W	TH	F	S
Wk. 1			1	2	3	4	5
Wk. 2	6	7	8	9	10	11	12
Wk. 3	13	14	15	16	17	18	19
Wk. 4	20	21	22	23	24	25	26
No Hrgs.	27	28	29	30	31		

May 11 Last day for **policy committees** to hear and report to the Floor **nonfiscal** bills introduced in their house (J.R. 61(b)(6)).

May 18 Last day for **policy committees** to meet prior to June 4 (J.R. 61(b)(7)).

May 25 Last day for **fiscal committees** to hear and report to the **Floor** bills introduced in their house (J.R. 61 (b)(8)). Last day for **fiscal committees** to meet prior to June 4 (J.R. 61 (b)(9)).

May 28 Memorial Day.

May 29 – June 1 **Floor session only**. No committee may meet for any purpose except for Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees (J.R. 61(b)(10)).

*Holiday schedule subject to final approval by Rules Committee.

2018 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE ASSEMBLY CHIEF CLERK

Revised 9-20-17

JUNE							
	S	M	T	W	TH	F	S
No Hrgs.						1	2
Wk. 1	3	4	5	6	7	8	9
Wk. 2	10	11	12	13	14	15	16
Wk. 3	17	18	19	20	21	22	23
Wk. 4	24	25	26	27	28	29	30

June 1 Last day for each house to pass bills introduced in that house (J.R. 61(b)(11)).

June 4 Committee meetings may resume (J.R. 61(b)(12)).

June 15 Budget Bill must be passed by midnight (Art. IV, Sec. 12(c)).

June 28 Last day for a legislative measure to qualify for the Nov. 6 General Election ballot. (Elec. Code Sec. 9040)

June 29 Last day for **policy committees** to hear and report **fiscal bills** to fiscal committees (J.R. 61(b)(13).

JULY							
	S	M	T	W	TH	F	S
Wk. 1	1	2	3	4	5	6	7
Summer Recess	8	9	10	11	12	13	14
Summer Recess	15	16	17	18	19	20	21
Summer Recess	22	23	24	25	26	27	28
Summer Recess	29	30	31				

July 4 Independence Day.

July 6 Last day for **policy committees** to meet and report bills (J.R. 61(b)(14)). **Summer Recess** begins on adjournment, provided Budget Bill has been passed (J.R. 51(b)(2)).

AUGUST							
	S	M	T	W	TH	F	S
Summer Recess				1	2	3	4
Wk. 2	5	6	7	8	9	10	11
Wk. 3	12	13	14	15	16	17	18
No Hrgs.	19	20	21	22	23	24	25
No Hrgs.	26	27	28	29	30	31	

Aug. 6 Legislature reconvenes from Summer Recess (J.R. 51(b)(2)).

Aug. 17 Last day for **fiscal committees** to meet and report bills (J.R. 61(b)(15)).

Aug. 20 – 31 **Floor session only**. No committee may meet for any purpose except Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees (J.R. 61(b)(16)).

Aug. 24 Last day to **amend** on Floor (J.R. 61(b)(17)).

Aug. 31 Last day for each house to pass bills (Art. IV, Sec 10(c), J.R. 61(b)(18)). **Final Recess** begins on adjournment (J.R. 51(b)(3)).

IMPORTANT DATES OCCURRING DURING FINAL RECESS

2018

Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 and in the Governor's possession on or after Sept. 1 (Art. IV, Sec.10(b)(2)).

Oct. 1 Bills enacted on or before this date take effect January 1, 2019 (Art. IV, Sec. 8(c)).

Nov. 6 General Election.

Nov. 30 Adjournment *sine die* at midnight (Art. IV, Sec. 3(a)).

Dec. 3 2019-20 Regular Session convenes for Organizational Session at 12 noon (Art. IV, Sec. 3(a)).

2019

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

*Holiday schedule subject to final approval by Rules Committee.

CITY OF OXNARD CALIFORNIA **CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Council Business** **AGENDA ITEM NO.: 2**

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jesus Nava
Assistant City Mgr

SUBJECT: Federal and State Lobbyist Agreements (5/5/5)

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, 385-7497

RECOMMENDATION:

That City Council:
1. Approve and authorize the Interim City Manager to execute an agreement with HROD, Inc, John R. O'Donnell (A-8049) in the amount of $196,200 beginning January 14, 2018 through January 13, 2021 for federal lobbyist services; and
2. Approve and authorize the Interim City Manager to execute an agreement with Michael J. Arnold and Associates, Inc. (A-8050) in the amount of $144,000 beginning January 14, 2018 through January 13, 2021 for state lobbyist services.

BACKGROUND

The current agreements with John R. O'Donnell and Michael J. Arnold for lobbyist services in Washington, D.C. and Sacramento respectively expire on January 13, 2018.

In coordination with the Office of the City Manager, HROD, Inc. and Michael J. Arnold and Associates will continue to assist the City in developing and implementing an effective federal and state advocacy strategy to increase funding opportunities and influence federal and state laws and policies as they relate to City priorities, programs, and operations.

HROD, Inc., John R. O'Donnell

HROD, Inc., is a full service government affairs firm, that has experience in lobbying Congress and the executive branch. They will continue to provide Federal legislative advocacy and governmental affairs services on behalf of the City to all City departments, in particular public safety, Halaco remediation activities and infrastructure funding projects. Mr. O'Donnell regularly provides legislative reports and effective representation with federal administration, agencies, departments and associations is critical to ensure the advancement of the City's legislative agenda.

Michael J. Arnold and Associates

Michael J. Arnold and Associates is also a full service government affairs firm that has experience in lobbying State Legislators. Over the past years, the most important activity has involved the State budget and related fiscal issues. Michael J. Arnold and Associates meets weekly during the legislative session with representatives of the League of California Cities and other municipal lobbyists in Sacramento. In addition, the firm provides the City with a comprehensive legislative monitoring and bill review service. Michael J. Arnold and Associates reviews all legislation and all amended forms of legislation as the bills are introduced and/or amended. Bills of key interest to the City are forwarded to us for additional review and analysis. Once a position is determined, we advise Mr. Arnold; and his firm endeavors to secure the results we desire.

FINANCIAL IMPACT

Sufficient funding for the current fiscal year is included in Fiscal Year 2017-18 budget. The anticipated cost for the remaining term of the contract will be included in the upcoming recommended budget for the respective fiscal years.

ATTACHMENTS:

Attachment A: HROD, Inc., John R. O'Donnell

Attachment B: Michael J. Arnold and Associates, Inc.

Agreement No. A-8049

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2018, by and between the City of Oxnard, a municipal corporation ("**City**"), and HROD, Inc., John R. O'Donnell ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates HROD, Inc., John R. O'Donnell as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 14, 2018, and expire on January 13, 2021.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $5,450.00 per month for the Services. In addition to the compensation provided above, the City shall reimburse Consultant's out-of-pocket reimbursable expenses which shall include all actual expenditures made by consultant in the interests of any services undertaken pursuant to the Agreement (not to exceed $250.00 per month).

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection

with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

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

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to HROD, Inc., John R. O'Donnell, 101 Constitution Avenue, N.W., Suite 825 East, Washington, D.C., 20001, Attention: John R. O'Donnell. Tax identification number EIN: 52-2294451.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Office of the City Manager, 300 West Third Street, Oxnard, California 93030, Attention: Jesus Nava, Assistant City Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

Agreement No. A-8049

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

CITY OF OXNARD | **CONSULTANT**

Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date
HROD, Inc., John R. O'Donnell — Date

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Jesus Nava, Assistant City Manager (if agreement is $25,000.01 or more) — Date 1/3/2018

APPROVED AS TO INSURANCE:

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

Agreement No. A-8049

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

1. Provide a full range of advocacy services to influence the outcome of legislative and administrative actions affecting the interests of the City.

2. Review all bills introduced in the United States Congress.

3. Inform the City of all federal executive proposals, legislation of special interest, proposed and adopted administrative rules and/or regulations and other developments in Washington, D.C. and forward copies of all such items to City for review.

4. Serve as City's legislative representative in Washington, D.C.

5. Provide information and data pertaining to various federal issues and programs of interest to City.

6. Attend National League of Cities and the United States Conference of Mayors legislative briefings.

7. Track legislation on which the City has taken a position and provide periodic reports to the City as desired.

8. Arrange and coordinate meetings with members of Congress for City staff and elected officials when necessary and be prepared to participate as required.

9. Lobby on behalf of City sponsored legislation and on specific bills as directed by the City Manager's Office.

10. Counsel City Manager or other City personnel regarding appearances by City personnel before Congressional committees and federal administrative agencies, boards, commissions and arrange appointments and accommodations for City personnel as necessary.

11. Research and provide information/recommendations on:

    (a) Federal agency and department regulations, guidelines, directives and other instruments of administrative policy.
    (b) Funding opportunities for proposed City projects.
    (c) Technical memoranda and reports impacting City operations.

12. Meeting with City representatives early during the Agreement term and participate in the development of a comprehensive plan for representation of the City during the term of the agreement.

13. Confer with Manager, and such other City personnel as City Manager may designate, at the times and places mutually agreed to by Manager and Consultant, on all organizational planning and program activities which have a bearing on the ability of City to make the best use of federal aid programs.

14. Review and comment on City's applications and proposals for submission to federal agencies for federal assistance.

15. Contact federal agencies on City's behalf when City financial aid applications are under consideration by federal agencies and undertake action necessary to obtain the most favorable considerations of such applications. City agrees that Consultant shall not be required to perform any legal, engineering, accounting or other similar professional service whilc providing the above-listed services on behalf of City.

EXHIBIT INS-B

INSURANCE REQUIREMENTS

Agreement No. A-8050

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Michael J. Arnold and Associates, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

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Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

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Consultant hereby designates Michael J. Arnold, as its principal-in-charge and person responsible for necessary coordination with Manager.

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Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

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b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

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a. City agrees to pay Consultant in an amount not to exceed $4,000 per month for the Services. In addition to the compensation provided above, the City shall reimburse Consultant's out-of-pocket reimbursable expenses which shall include all actual expenditures made by consultant in the interests of any services undertaken pursuant to the Agreement (not to exceed $250.00 per month).

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

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a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless the Indemnified Party from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection

with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all Claims. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relicve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. <u>Consultant Not Agent</u>

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. <u>Conflict of Interest</u>

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. <u>Assignability of Agreement</u>

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. <u>Successors and Assigns</u>

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

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

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Michael J. Arnold and Associates, Inc., 1127 Eleventh Street, Suite 820, Sacramento, California 95814, Attention: Michael J. Arnold.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Office of the City Manager, 300 West Third Street, Oxnard, California 93030, Attention: Jesus Nava, Assistant City Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

CONSULTANT

Michael J. Arnold
Michael J. Arnold and Associates, Inc. — Date

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Jesus Nava, Assistant City Manager (if agreement is $25,000.01 or more) — Date: 1/3/2018

APPROVED AS TO INSURANCE:

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

Agreement No. A-8050

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

1. Provide a full range of advocacy services to influence the outcome of legislative and administrative actions affecting the interests of the City.

2. Review all bills introduced in the California Legislature.

3. Inform the City of all legislation of special interest and forward copies of all such legislation to the City for review.

4. Serve as the Legislative Representative of the City in Sacramento.

5. Provide information and data pertaining to various state issues and programs of interest to the City.

6. Attend League of California Cities regular "City Representatives" briefings.

7. Track legislation on which the City has taken a position and provide periodic reports to the City as desired.

8. Prepare periodic reports to the City which summarize the Consultant's activities on behalf of the City which offer useful information on California legislature activity.

9. Arrange and coordinate meetings with legislators for City staff and elected officials when necessary and be prepared to participate as required.

10. Lobby on behalf of City sponsored legislation and on specific bills as directed by the Office of the City Manager.

11. Represent the City meetings with state agencies, boards, commissions and legislative bodies.

12. Research and provide information/recommendations on:

    (a) State agencies and department regulations, guidelines, directives and other instruments of administrative policy.
    (b) Funding opportunities for proposed City projects.
    (c) Technical memoranda and reports impacting City operations.

13. Meeting with City representatives early during the Agreement term and participate in the development of a comprehensive plan for representation of the City during the term of the agreement.

EXHIBIT INS-B

INSURANCE REQUIREMENTS

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Council Business** **AGENDA ITEM NO.: 3**

DATE: January 9, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Resolution Designating Interim City Manager (5/5/5)

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council adopt a resolution designating Chief Scott Whitney as Interim City Manager effective close of business January 5, 2018 for a temporary period while the City Council recruits a new City Manager, and during which period Chief Whitney will continue to act as Police Chief and shall receive a 10% temporary pay upgrade.

BACKGROUND

On December 12, 2017, the City Council accepted the resignation of City Manager Greg Nyhoff effective January 5, 2018. On December 19, 2017, the City Council appointed Chief Scott Whitney as Interim City Manager, subject to Chief Whitney's acceptance of such appointment, for the period during which the Council recruits a City Manager. Chief Whitney has submitted a letter dated January 4, 2018, accepting the assignment of Interim City Manager during the recruitment process, while continuing to serve as Police Chief.

The attached resolution sets forth the terms of the Interim City Manager Appointment, including the effective date as of close of business January 5, 2018, for a period of up to six months or until the City Council appoints a new permanent City Manager, whichever shall occur first; a 10% temporary pay upgrade, over and above Chief Whitney's normal salary due to the additional responsibilities required of the Interim City Manager as of the effective date of his interim appointment and which 10% addition to salary shall not affect his Public Employees' Retirement System (PERS) pension, health benefits or otherwise; and that the provisions of Resolution No. 15039, establishing rules for the application of compensation rates and benefit levels for unrepresented executive employees, shall remain in effect as to Police Chief Whitney.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The attached resolution provides that Chief Whitney shall receive a 10% pay upgrade while serving as the Interim City Manager. The total amount of additional compensation will depend on when the City Council recruits and appoints a new City Manager. This increase will use the salary savings from the current City Manager position.

ATTACHMENTS:

Attachment A: Interim City Manager Resolution.smf

RESOLUTION NO. ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING SCOTT WHITNEY AS THE INTERIM CITY MANAGER OF THE CITY UNTIL THE CITY COUNCIL APPOINTS A NEW PERMANENT CITY MANAGER

WHEREAS, City Manager Greg Nyhoff has submitted a letter of resignation effective close of business January 5, 2018; and

WHEREAS, the City Council wishes to conduct a nationwide search for a new City Manager; and

WHEREAS, the City needs to appoint an Interim City Manager until the City Council appoints a new permanent City Manager; and

WHEREAS, Police Chief Scott Whitney has the leadership skills that the City Council deems most fit for this temporary role, and the City Council on December 19, 2017 approved appointing Chief Whitney as Interim City Manager subject to Chief Whitney's accepting such appointment; and

WHEREAS, Police Chief Scott Whitney, by a letter dated January 4, 2018, has accepted the appointment by City Council.

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

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The Council hereby designates Police Chief Whitney as the Interim City Manager. This appointment is effective as of close of business January 5, 2018; for a period of up to six months or until the City Council appoints a new permanent City Manager, whichever shall occur first. During the period of such appointment, Chief Whitney shall exercise all the powers and duties of the City Manager as provided in State law or delegated by City ordinance, resolution or other action of the Council.

Section 3: The City shall compensate Police Chief Whitney with 10% temporary upgrade pay, over and above his normal salary due to the additional responsibilities required of the Interim City Manager as of the effective date of his interim appointment. This ten percent (10%) addition to his salary shall not affect his Public Employees' Retirement System (PERS) pension, health benefits or otherwise, and the provisions of Resolution No. 15039, establishing rules for the application of compensation rates and benefit levels for unrepresented executive employees, shall remain in effect as to Police Chief Whitney.

Section 4: During the interim appointment period, Police Chief Whitney shall continue in his regular position as the Police Chief of the City of Oxnard.

Section 5: Police Chief Whitney shall report directly to the City Council both in his capacity as the Interim City Manager and as the Police Chief during this interim appointment period. Once a new City Manager is appointed, Police Chief Whitney shall again report directly to the City Manager.

Section 6: This Resolution shall take effect immediately upon its adoption.

Section 7: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 9th day of January, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

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

DATE: January 9, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

Michelle Ascencion

SUBJECT: Minutes of the December 11, 2017 Adjourned Regular Meeting, December 11, 2017 Special Meeting, December 12, 2017 Regular Meeting, December 13, 2017 Special Meeting, December 19, 2017 Regular Meeting, and January 3, 2018 Special Meeting.

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

RECOMMENDATION:

That the City Council approve the Minutes as presented.

STRATEGIC PRIORITIES:

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

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 12.11.2017 CC adjourned reg meeting

Attachment B: Minutes 12.11.2017 CC,SA special meeting

Attachment C: Minutes 12.12.2017 CC,FA regular meeting

Attachment D: Minutes 12.13.2017 CC special meeting

Attachment E: Minutes 12.19.2017 CC,SA regular meeting

Attachment F: Minutes 01.03.2018 CC special meeting

M I N U T E S
OXNARD CITY COUNCIL
Adjourned Regular Meeting
December 11, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:07 p.m., Mayor Flynn called to order the adjourned regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (City Council districts) and Jackie Tedeschi (the Thomas Fire).

D. CITY COUNCIL REPORTS

Councilmember Perello commended people who volunteered their services for the Downtown Christmas Parade, particularly those who provided vehicles for the Rio Mesa High School football team.

E. REVIEW OF INFORMATION/CONSENT AGENDA (None)

F. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lawrence Stein.

G. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Utility Fee Refund and Adjustment Ordinance.
   RECOMMENDATION: That City Council adopt **Ordinance No. 2930** amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees.

Development Services Department

2. SUBJECT: Adoption of **Ordinance No. 2931** Amending Ordinance No. 2481 for the Vineyard Gardens Project.

RECOMMENDATION: That the City Council approve Ordinance No. 2931 amending Ordinance No. 2481 for the Vineyard Gardens project located at 161 West Stroube Street to delete the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership by 12/31/2016.

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

H. ADJOURNMENT

There being no further business on the agenda, the meeting was adjourned 5:20 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

M I N U T E S
OXNARD CITY COUNCIL
Special Meeting
December 11, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:20 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Steve Nash, Lawrence Stein, and Gary Blum.

C. CLOSED SESSION

The Mayor read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on two cases. The titles and case numbers of the litigation being discussed are:

1. In re LIBOR-Based Financial Instruments Antitrust Litigation; United States District Court, Southern District of New York, Master File No. 1:11-md-2262-NRB ECF Case; and

2. Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.; Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA.

The City Council will also recess to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager.

The City Council will also recess to a closed session, pursuant to Government Code section 54957(b)(1), public employment, Interim City Manager.

The Successor Agency will recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Michelle and Grey Kenney and Garcia, Barajas Company, Inc. regarding the potential sale of real property located at 740 South B Street.

The Successor Agency will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Juan Carlos Guerrero and Daniel Guerrero; Mike Johnson, Oxnard Peace Officers Association; and

Gary Blum, Oxnard Heritage Foundation, regarding the potential sale of real property located at 720 South B Street."

At 5:34 p.m., the City Council recessed to a closed session. At 8:15 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that while there were no reportable actions out of closed session, the two public employment items are adjourned to the next City Council Regular Meeting of December 12, 2017.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:16 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
December 12, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:07 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda and a notice of adjournment for two closed session items. Councilmembers Bryan A. MacDonald, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 5:35 p.m.).

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Jim Throop, Chief Financial Officer; Karen Moore, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

The City Council heard the Appointment Item (D-1) ahead of the Ceremonial Calendar (Items C-1 and C-2).

D. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Substitution of Letter of Credit Provider, Appointment of New Remarketing Agent, and Remarketing of City of Oxnard Financing Authority Variable Rate Demand Wastewater Bonds, 2004 Series B.
   RECOMMENDATION: That City Council:
   1. Adopt **Resolution No. 15,073** authorizing the provision of a new Letter of Credit for the City of Oxnard Financing Authority's outstanding Variable Rate Demand Wastewater Revenue Bonds (Headworks and Septic System Conversion Projects), 2004 Series B, the remarketing of such bonds in connection therewith, and the amendment of certain documents in connection therewith, and approving certain documents and authorizing certain actions in connection therewith; and
   2. Approve an appropriation of $225,000 from the Wastewater Collection Operating Fund (611) and Wastewater Treatment Operating Fund (621) to pay the upfront cost of remarketing the 2004 bonds.

   That City of Oxnard Financing Authority:
   3. Adopt **Financing Authority Resolution No. 49** authorizing the provision of a new Letter of Credit for its outstanding Variable Rate Demand Wastewater Revenue Bonds (Headworks and Septic System Conversion Projects), 2004 Series B, the remarketing of such bonds in connection therewith, and the amendment of certain documents in connection therewith, and approving certain documents and authorizing certain actions in connection therewith.

Assistant City Manager Nava, the Chief Financial Officer, and financial advisor Phillip Curls of FirstSouthwest, gave a report. (Councilmember Madrigal arrived during this time.)

Public comments were received from Jim Lavery, Alicia Percell, Aaron Starr, Lawrence Stein, and Al Velasquez.

Discussion ensued among the Council, staff, Mr. Curls, and bond counsel Lewis Feldman of Feldman Law Group.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against, as his motion to make an amendment that would consider the outcome of the pending Measure M litigation, was not entertained. The motion carried 4-1.

C. CEREMONIAL CALENDAR

Additional staff members present at this time were Ingrid Hardy, Cultural and Community Services Director; Phillip Molina, City Treasurer; Steve Naveau, Human Resources Director; Thien Ng, Interim Public Works Director; Kathleen Mallory, Planning Division Manager; Kenneth Rozell, Assistant City Attorney

1. SUBJECT: Congratulations to the City Treasurer's Staff for Receiving the Coveted Certification for the City of Oxnard's Investment Policy from California Municipal Treasurers Association (CMTA).

The City Treasurer made some comments and introduced his staff. Mayor Flynn congratulated the City Treasurer's office.

2. SUBJECT: Visitor from the North Pole.

Santa Claus announced the upcoming Santa Float schedule and wished everyone a Merry Christmas.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Jackie Tedeschi (announced upcoming INCO meeting), Julie Miller Kalbacher (Thomas Fire, water education, upcoming Planning Commission meeting), Daniel Kalbacher (upcoming Planning Commission meeting), Cindy Hulsey (Halaco homeless encampment), Pat Brown (trucks on Oxnard Boulevard), Al Velasquez (Halaco homeless encampment), Lawrence Stein (city responses to public questions), Stephen Fleischer (upcoming Planning Commission meeting), Daniel Chavez Jr. (Thomas Fire, public comment speaking time), Raymond Mendez (Halaco homeless encampment), and Alicia Percell (parliamentary procedure).

F. REPORT OF CITY MANAGER

The City Manager reported on the recent fire emergency and power outage, and city staff's role in assisting the community during these events.

City Manager Department

1. SUBJECT: **Resolution No. 15,072** of the City Manager of the City of Oxnard Declaring an Emergency (for Public Bidding Purposes Only) Due to the Thomas Fire Throughout the County of Ventura, Making Findings Therefor, and Ordering that All City Facilities be Immediately Repaired and/or Replaced as Needed.
   RECOMMENDATION: That City Council:
   1. Receive and file an oral report from the City Manager; and
   2. Approve the need to continue the emergency bidding action if the City Manager has not already terminated it.

The City Manager gave a report on the emergency resolution.

Public comments were received from Lucy Cartagena, Lawrence Stein, Alicia Percell, Al Velasquez, and Cindy Hulsey.

Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the need to continue the emergency bidding action. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

G. CITY COUNCIL REPORTS

Councilmember Madrigal expressed condolences to the victims of the Thomas Fire and commended people who have assisted the victims.

Mayor Pro Tem Ramirez commented on the beginning of Hanukkah, and expressed gratitude for the way the community has come together to assist the Thomas Fire victims.

Councilman MacDonald commented on the first responders' efforts in fighting the Thomas Fire and assisting those affected by the disaster. He stated that he is unable to attend tomorrow's special meeting as he had already committed to attending a community event at the same time.

Councilmember Perello thanked the people who helped make the Downtown Christmas Parade a success. He reported on attending a performance of the Nutcracker at the Performing Arts Center. He encouraged city Planning Commissioners to visit the fire disaster sites, and commented on various other Thomas Fire related matters. He commended the INCO on its sock drive for the holidays. He thanked the City Manager for his service.

Mayor Flynn announced the upcoming Chabad of Oxnard Hanukkah event at The Collection.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1, J-2(B), J-2(C), J-3, were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lawrence Stein.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the November 7, 2017 Regular Meeting, November 14, 2017 Regular Meeting, November 27, 2017 Special Meeting, and the November 28, 2018 Regular Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:
A. Safety-Kleen Systems, Incorporated (A-7988) for removal, transportation and recycling of household hazardous waste material such as antifreeze, used oil, batteries and water based paint ($100,000).
[REMOVED] B. Atkinson, Andelson, Loya, Ruud, & Romo (7866-17-HR) as needed-employee investigative consulting services ($225,000).
C. Tri County Office Furniture (Purchase Order No. 6609) for the purchase of tables and chairs for two training/briefing rooms at the Police Department's Sturgis Building ($39,820).

Cultural and Community Services Department

3. SUBJECT: Continuing Development Incorporated Lease Agreement at South Oxnard Center.
RECOMMENDATION: That City Council:
1. Authorize the City Manager to execute a lease agreement with Continuing Development, Incorporated (CDI) for a portion of South Oxnard Community Center, 200 East Bard Road; and
2. Approve a budget appropriation recognizing the net increase of rental income in the amount of $1,148 to Recreation Lease Revenue Account.

Police Department

4. SUBJECT: Supplemental Law Enforcement Services Fund.
RECOMMENDATION: That City Council:
1. Recognize $317,892 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program.
2. Approve a budget appropriation in the amount of $317,892 for a Force Option Simulator (FOS) training system, FOS room remodel, Word Processing remodel and Body Worn Camera agreement.
3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to remove Item J-2(B) until more information could be obtained, and approve the balance of the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0 [item J-2(B) removed].

K. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 17-620-03 (General Plan Amendment); 17-560-03 (Pre-Zoning); and 17-610-03 (Annexation). Property Located at 4600 Olds Road (APN: 232-0-010-06) Ocean View Annexation.
   RECOMMENDATION: That the City Council:
   1. Adopt a resolution to approve Planning and Zoning Permit No. 17-620-03 (General Plan Amendment), subject to certain findings and conditions; and
   2. Introduce for first reading by title only (and waive further reading) an Ordinance approving Planning and Zoning Permit No. 17-560-03 (Pre-zoning), subject to certain findings and conditions; and
   3. Approve Planning and Zoning Permit No. 17-610-03 (Annexation), subject to certain findings and conditions.

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

The Planning Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. As no members of the public requested to speak, without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

City Attorney Department

2. SUBJECT: First Public Hearing Regarding Composition of Possible City Council Districts.
   RECOMMENDATION: That City Council hold a public hearing to review the districting process for City Council elections and receive public input regarding the composition of potential City Council districts.

The City Clerk announced the affidavit of publication and stated that four written communications had been received.

The Assistant City Attorney gave a brief report and introduced Robert McEntire of National Demographics Corporation, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein, Sergio Lagunas, Al Velasquez, Lucy Cartagena, Steve Fleischer, Steve Nash, Pat Brown, Greg Runyon, Aaron Starr, Alicia Percell, Barbara Macri-Ortiz, Arthur Valenzuela Jr., Roy Prince, and Gabriel Teran.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. No action was taken.

CLOSED SESSION (adjourned items from the City Council December 11, 2017 Special Meeting)

Mayor Flynn read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager. The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

The City Council will also recess to a closed session, pursuant to Government Code section 54957(b)(1), public employment, Interim City Manager. The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employment)."

At 10:17 p.m., the City Council recessed to a closed session. At 10:53 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that the City Council had accepted the resignation of City Manager Greg Nyhoff, effecting January 5, 2018.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:54 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

M I N U T E S
OXNARD CITY COUNCIL
Special Meeting
December 13, 2017

A. ROLL CALL/POSTING OF AGENDA

At 6:05 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Arturo Casillas, Housing Director; Ingrid Hardy, Cultural and Community Services Director; Thien Ng, Interim Public Works Director; Jim Throop, Chief Financial Officer; Sandra Burkhart, Special Districts Administrator; Robert Hearne, Interim City Engineer; Terry Kirsch, Public Works Project Manager; Shiri Klima, Assistant City Attorney; Karen Moore, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REVIEW OF INFORMATION/CONSENT AGENDA

Item E-2 was discussed among the Council and staff.

D. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None.)

E. 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. MNS Engineers, Inc. (A-8022) for on-call civil engineering services for the Public Works Department ($250,000).

2. SUBJECT: 2018 Meeting Schedule for Legislative Bodies.
RECOMMENDATION: That City Council approve the proposed meeting dates for the calendar year 2018.

Economic Development Department

3. SUBJECT: First Amendment to License Agreement for Plaza Park Farmers Market.
RECOMMENDATION: That City Council approves the First Amendment to the License Agreement for Plaza Park Farmers Market.

Finance Department

4. SUBJECT: Award Two-And-A-Half Year Contract for Westport CFD #2 Landscape Maintenance Services.
RECOMMENDATION: That City Council approve and authorize the City Manager to execute Agreement A-8030 with Garcia's Landscape Maintenance, Inc. for $403,980 to provide landscape maintenance services to the Westport Community Facilities District.

Human Resources Department

5. SUBJECT: Budget Appropriation from Fund Balance - Public Liability Fund.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $900,000 from the Public Liability Fund for the purpose of increasing the budget for liability claims expenses. This request is due to the increase in liability premiums and liability claims. This has no impact on the City's General Fund reserves.

Police Department

6. SUBJECT: Resolution Commending Margaret Tobin for Over Thirty-Four Years of Service.
RECOMMENDATION: That City Council adopt **Resolution No. 15,075** commending Margaret Tobin for over thirty-four years of exemplary service to the City of Oxnard.

Public Works Department

7. SUBJECT: First Amendment to Purchase Order No. 5738 with Toter, Incorporated for Supply and Delivery of Residential Waste and Recycle Containers.
RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute a First Amendment to Purchase Order No. 5738 with Toter Incorporated (Toter) to increase the total amount by $65,000 from an original purchase order value of $229,325 to $294,325, and to extend the term to January 31, 2018, for the supply and delivery of residential waste and recycle containers. Funding is from the Environmental Resources Enterprise fund and grant-related funding.

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

(Assistant City Manager Osuna announced that the Halaco abatement that had been originally scheduled for December 15, 2017, will be postponed due to the delay of the Winter Warming Shelter's opening.)

F. REPORTS

Finance Department

1. SUBJECT: Budget Appropriation for Donations.
RECOMMENDATION: That the City Council approves the budget appropriation of

$106,955, as per the attached Budget Adjustment form, for the operational costs of the Senior Excursions, Tamale Festival and the Showmobile for FY2017-18. There is no General Fund impact from this recommendation; rather the funds being appropriated originated in the Fund 571 – Donations.

The Chief Financial Officer gave a report. Discussion ensued among the Council and staff.

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

2. SUBJECT: Approval of a Budget Appropriation from Waterways District to Remove/Replace Cypress Trees.
   RECOMMENDATION: That the City Council:
   1. Approve a budget appropriation in the amount of $42,000 for the emergency removal of fifty (50) dead Cypress Trees along Harbor Blvd. in the Waterways Assessment District.
   2. Approve a budget appropriation in the amount of $15,000 for irrigation repairs and the replacement of trees with a similar tree and/or plant material along Harbor Boulevard.

The Special Districts Administrator gave a report. Discussion ensued among the Council and staff. Public comments were received from Dan Pinedo. Further discussion ensued.

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

3. SUBJECT: Urgent Request for Assessment District and Other Contract Amendments.
   RECOMMENDATION: That City Council:
   1. Authorize the City Manager to immediately terminate all City agreements with Kaneko Landscaping, Inc. (Kaneko);
   2. Authorize the City Manager to award and execute an amendment to the agreement with Garcia's Landscape Maintenance (Garcia's) in order to:
      a) Add new districts/projects to Garcia's agreement;
      b) Adjust the levels of service based upon negotiated rates; and
      c) Amend the rates per district/project in accordance with, at most, Garcia's bid rates.
   3. Approve **Resolution No. 15,076**, creating a one-time exemption from Resolution No. 13,932's requirement to obtain three (3) price quotations for trade services and authorizing the City Manager to award – for the purposes of providing a) landscape maintenance services to the Waterways Assessment District and b) any other services under any other Kaneko agreement(s) in which no bidding information is available – an agreement or amendment to an existing agreement for up to six (6) months to any licensed company.
   4. Approve a budget appropriation in the amount of $13,827 for the current Fiscal Year 2017-18 from fund balance of two Landscape Maintenance Districts for landscape maintenance costs exceeding the current approved budget amount.

The Special Districts Administrator and Assistant City Attorney gave a report. Public comments were received from Jackie Tedeschi. Discussion ensued among the Council and staff.

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

Housing Department

4. SUBJECT: Authorization for Reuse of CalHome & BEGIN Program Income.
   RECOMMENDATION: That the City Council:
   1. Approve a budget appropriation of $272,745 from CalHome program income previously received for Cal Home Reuse 2015, of which $13,637 will be used for administration (5%), and $259,108 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers;
   2. Approve budget appropriation for $295,977 from BEGIN grant program income previously received for BEGIN Reuse Program, of which $14,799 will be used for administration (5%), and $281,178 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers; and
   3. Authorize future CalHome grant or BEGIN grant program income to be used for homeowner rehabilitation loans or downpayment assistance and allowable administration expenditures, and authorize the City Manager or designee to execute documents related to implementation of these grant programs.

The Housing Director gave a report. Public comments were received from Lucy Cartagena. Discussion ensued among the Council and staff.

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

Public Works Department

5. SUBJECT: Award Contract for Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14.
   RECOMMENDATION: That City Council:
   1. Award and authorize the Mayor to execute Agreement A-8031 with Granite Construction Company in the amount of $3,241,339.50 for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
   2. Approve an appropriation of $3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103.

The Interim City Engineer gave a report. The Assistant City Attorney clarified that the appropriation amount includes a 10% contingency on the project, which is standard for public works projects. Discussion ensued among the Council and staff.

It was moved by Counciman MacDonald, seconded by Councilmember Perello, to approve staff's recommendation as presented, including the 10% contingency. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

6. SUBJECT: Carollo Agreement A-8032 for Public Works Engineering.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement No. A-8032 with Carollo Engineers, Inc. for engineering, regulatory and financial support for the Public Works Department in the amount of $831,600.

The Interim Public Works Director gave a report. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, Madrigal, Perello, and Ramirez voted in favor; MacDonald abstained due to a conflict. The motion carried 4-0-1 (MacDonald abstained).

7. SUBJECT: Second Amendment to Agreement with AECOM Technical Services, Inc. (Agreement No. A-7815).
   RECOMMENDATION: That City Council:
   1. Authorize the City Manager to terminate Agreement No. A-7700;
   2. Approve and authorize the Mayor to execute the Second Amendment to the Agreement with AECOM Technical Services, Inc. (Agreement No. A-7815) for a new total agreement amount not to exceed $13,429,858 to:
      a) merge and move $4,263,693 in Water Projects from the terminated Agreement No. A-7700 to Agreement No. A-7815, also increase Agreement No. A-7815 by $8,916,165 for the Wastewater design services;
      b) add $250,000 for public works on-call engineering services to Agreement No. 7815; and; and
      c) extend the expiration date to 2020 for Agreement No 7815.
   3. Approve an additional appropriation of $1,445,000 for various projects in the Wastewater Treatment Operating Fund; and an Operating Transfer from Wastewater Collection Operating Fund to Wastewater Treatment Operating Fund for $1,295,000.

The Interim Public Works Director gave a report. Discussion ensued among the Council and staff.

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

(Assistant City Manager Osuna announced that per Council discussion at the December 12, 2017 meeting, the January 3, 2018 public hearing regarding City Council Districts will be held at the South Oxnard Community Center. She directed people to city's website for more information on future public hearings/workshops on City Council Districts.)

G. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 7:53 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
December 19, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., Mayor Pro Tem Ramirez called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, and Mayor Pro Tem Carmen Ramirez were present; Mayor Tim Flynn was absent (arrived at 4:45 p.m.).

Staff members present were Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Kymberly Horner, Economic Development Director; Shiri Klima, Assistant City Attorney; and Michelle Ascencion, City Clerk.

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

C. CLOSED SESSION

Mayor Pro Tem Ramirez read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed is City of Oxnard; et al. v. Aaron Starr; Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA.

The City Council will also recess to a closed session, pursuant to Government Code section 54957.6(a), to provide instructions to the City's negotiators regarding the position of Interim City Manager.

The City Council will also recess to a closed session, pursuant to Government Code section 54957(b)(1), public employee appointment, Interim City Manager.

The Successor Agency will recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Jesus Nava for City of Oxnard regarding the potential sale of real property located at 720 South B Street."

At 4:37 p.m., the City Council recessed to a closed session (Mayor Flynn arrived during this time). At 6:06 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session but he did note that the item on the Successor Agency property will return to the City Council/Successor Agency for consideration in January.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Arturo Casillas, Housing Director; Ashley Golden, Development Services Director; Steve Naveau, Human Resources Director; Thien Ng, Interim Public Works Director; Mark Alvarado, Homeless Services Coordinator; Kathleen Mallory, Planning Division Manager; and Kenneth Rozell, Assistant City Attorney.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Javier Gomez of Inlakech Cultural Arts Center introduced the youth mariachi band, which played a couple of selections. Public comments were received from Margaret Cortese (support of community arts), Elizabeth Botello (support of community arts), Lucy Cartagena (student workers not being paid due to Thomas Fire school closures), Raul Lopez (city council districts), Mina Nichols (Halaco homeless encampment, delinquent golf course fees), Jackie Tedeschi (landscape maintenance districts), Jack Villa (INCO sock drive for the homeless), George Miller (city manager transition, transparency), Roy Prince (city council districts), Raul Arce (Christmas greetings), Al Velasquez (city manager transition, city council districts), Lawrence Stein (city council districts), and Larry Barbarine (Christmas greetings, public safety).

F. APPOINTMENT ITEMS

Development Services Department

1. SUBJECT: Evaluate Options Pertaining to Community Choice Aggregation.
RECOMMENDATION: That City Council choose from among three options:
1. Receive a report, and evaluate whether to join the Los Angeles Community Choice Energy (LACCE) program. Should the City Council choose to join the LACCE, the City Council will need to direct staff to return with more information pertaining to the financial and contractual obligations associated with participation in LACCE; and introduce an ordinance approving a Joint Powers Agreement with the Los Angeles Community Choice Energy program, and authorize the implementation of a Community Choice Aggregation program within the City; or
2. Receive a report, meet with key LACCE leadership, and monitor LACCE Authority membership developments over the next several months. Report back to the City Council at the City Council's February 6, 2018 City Council meeting; or
3. Investigate the concept of implementing a Community Choice Energy (CCE) program in the City or with a group of cities in the region; and direct staff to study options and return with a recommendation for a CCE model to consider and identify a funding source to conduct a feasibility study.

The Planning Division Manager gave a report. Public comments were received from Michael Stubblefield, Barbara Boswell, Raul Lopez, Kitty Merrill, Mina Nichols, Steve Nash, Manuel Herrera, Roy Prince, Karina Kaye, Lisa Kaye, Lupe Anguiano, Al Velasquez, George Miller, Pat Brown, County Supervisor Linda Parks, former State Senator Fran Pavley, Jan Dietrick, and Ron Whitehurst.

Gary Gero, Chief Sustainability Officer for the County of Los Angeles, gave a report.

Discussion ensued among the Council and staff.

It was moved by Mayor Flynn, seconded by Mayor Pro Tem Ramirez, to approve staff Recommendation #1 as presented, with direction to staff to hold an outreach workshop in mid-January and send a letter to the Public Utilities Commission objecting to Executive Order E-4907. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

(There was a brief break in the meeting at 8:03 p.m.; the meeting resumed at 8:12 p.m.)

G. REPORT OF CITY MANAGER

Assistant City Manager Osuna introduced the Assistant City Attorney, who gave a brief update on the City Council districting process. Discussion ensued among the Council and staff. Public comments were received from George Miller and Al Velasquez.

City Manager Department

1. SUBJECT: Resolution of the City Manager of the City of Oxnard Declaring an Emergency (for Public Bidding Purposes Only) Due to the Thomas Fire Throughout the County of Ventura, Making Findings Therefor, and Ordering that All City Facilities be Immediately Repaired and/or Replaced as Needed.
   RECOMMENDATION: That City Council:
   1. Review the emergency bidding action.
   2. Approve the need to continue that action; or, in the alternative, adopt a Resolution terminating the emergency action due to the Thomas Fire throughout Ventura County, making findings therefor, and ordering that the remainder of the emergency action at the City's facilities be completed by giving notice for bids.

Assistant City Manager Osuna gave a report. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the need to continue the emergency bidding action. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

H. CITY COUNCIL REPORTS

City Council

1. SUBJECT: Resolution Commending Greg Nyhoff.

(This item was removed from the agenda due to the City Manager’s absence.)

2. SUBJECT: Appointment of Interim City Manager and Establishment of City Manager Recruitment Subcommittee.
   RECOMMENDATION: That City Council:
   1. Appoint Scott Whitney to serve as Interim City Manager while continuing to serve as the City’s Police Chief, effective close of business January 5, 2018.

2. Establish an ad hoc subcommittee which would work with staff on issues related to the recruitment of a new City Manager.

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

Councilmember Madrigal expressed condolences for Engineer Corey Iverson, who perished fighting the Thomas Fire. He congratulated local high schools on their championship football seasons. He encouraged people to give back this holiday season.

Mayor Pro Tem Ramirez thanked the Inlakech folklorico band for coming to the meeting. She expressed condolences for Engineer Iverson. She commented on the student workers not being paid due to the Thomas Fire school closures. She commended outgoing City Manager Nyhoff. She encouraged people to spread goodwill this holiday season.

Councilman MacDonald expressed condolences for Engineer Iverson.

Councilmember Perello commented on the passing of former Southwinds Neighborhood Chairman Ventura Fernandez. He expressed condolences for Engineer Iverson and spoke on other Thomas Fire-related matters. He commented on the student workers not being paid due to the Thomas Fire school closures. He inquired about delinquent golf course fees. He recommended the INCO's request regarding landscape maintenance districts be agendized. He commented on the City Council districts.

Mayor Flynn wished everyone a happy Christmas and Hanukkah. He expressed condolences for Engineer Iverson. He commended outgoing City Manager Nyhoff.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1(A), K-1(C), and K-3 were discussed among the Council and staff.

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

K. 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. Feldman Law Group, LLP (7286-15-CA) for legal services related to public finance and bond counsel matters, including legal services related to a Wastewater Refunding ($100,000).
B. Revell Coastal Consulting (7211-15-DS) to provide work associated with the local coastal plan update ($25,000).
C. Atkinson, Andelson, Loya, Ruud, & Romo (7866-17-HR) as needed-employee

investigative legal services (225,000).
D. Applied Spectrometry Associates, Inc. (A-7711) for maintenance service for two ChemScan water analyzers located at Blending Station 1 and 3 ($35,600).

Development Services Department

2. SUBJECT: Adoption of **Ordinance No. 2932** to Pre-Zone Property Located at 4600 Olds Road to Community Reserve (C-R).
RECOMMENDATION: That the City Council adopt Ordinance No. 2932, approving Planning and Zoning Permit No. 17-560-03 to Pre-Zone property located at 4600 Olds Road (APN: 232-001-006) to Community Reserve (C-R).

3. SUBJECT: Pollinate Agreement No. 8113-17-DS.
RECOMMENDATION: That City Council award and authorize the City Manager to execute an agreement with Pollinate for Ormond Beach coordinator services in the amount of $150,000 over a three year period.

Public Works Department

4. SUBJECT: Award Contract for Police Station Roof Replacement Project PW 17-33.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8029 in the amount of $569,979 with Best Contracting Services, Inc. for the Police Station Roof Replacement Project PW 17-33; and
2. Approve an additional appropriation of $251,000 for the Police Station Roof Replacement Project No. MO2107.

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

L. REPORTS

Development Services Department

1. SUBJECT: Payment of Future Utility Bills from the Channel Islands Beach Community Services District for Services Within the Channel Islands Harbor Relating to Parks and Street Medians.
RECOMMENDATION: That the City Council:
1. Authorize payment of utility services provided by the Channel Islands Beach Community Services District within the Channel Islands Harbor for park and median landscaping and maintenance of bathrooms through February 28, 2018; and
2. Approve an appropriation of $50,000 for utility services from General Fund Reserves.

The Development Services Director gave a report. Public comments were received from Al Velasquez. Discussion ensued among the Council and staff.

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

Housing Department

2. SUBJECT: Appropriation for Extended Daytime Shelter Services.
   RECOMMENDATION: That the City Council:
   1. Approve a budget appropriation of $44,000 from General Fund Reserves for extended daytime shelter services for the Homeless at Community Action of Ventura County;
   2. Authorize the Housing Director to execute the necessary agreements with Community Action of Ventura County to fund the operation of the Shelter.

The Housing Director gave a report and introduced Dr. Cynder Sinclair, Executive Director of Community Action of Ventura County, who made some remarks. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve staff's recommendation as presented, with direction to Fire Department staff to work with Community Action of Ventura County staff to ensure the safety of the facility. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

3. SUBJECT: Sixth Amendment to Agreement No. 6212-13-CM with Genuine Parts Company d.b.a. NAPA Auto Parts.
   RECOMMENDATION: That City Council approves and authorizes the Mayor to execute the Sixth Amendment to the Agreement (6212-13-CM) with Genuine Parts Company d.b.a. NAPA Auto Parts for $1,468,877, for a total contract amount of $9,583,877, and extending the agreement until June 30, 2018 to provide on-site repair parts and tires to City until staff finalizes a new agreement for this service. This expense has been approved in the FY 2017-18 Fleet Services Divisions' operating budget.

The Interim Public Works Director gave a report. Discussion ensued among the Council and staff.

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:29 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

M I N U T E S
OXNARD CITY COUNCIL
Special Meeting
January 3, 2018

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., Mayor Pro Tem Ramirez called to order the special meeting of the Oxnard City Council at the South Oxnard Community Center, 200 E. Bard Road, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, and Mayor Pro Tem Carmen Ramirez were present (Mayor Tim Flynn was absent).

Staff members present were Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Scott Whitney, Police Chief; Carri Karuhn, Media Relations/Community Outreach Manager; Karen Moore, Assistant City Clerk; Kenneth Rozell, Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. PUBLIC HEARINGS

City Attorney Department

1. SUBJECT: Public Hearing Regarding Composition of Possible City Council Districts.
   RECOMMENDATION: That City Council hold the second public hearing to review the districting process for City Council elections and receive public input regarding the composition of potential City Council districts.

The City Clerk announced the affidavit of publication and stated that 13 written communications had been received.

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

Mayor Pro Tem Ramirez opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein, Roger Poirier, George Miller, Pat Brown, Sofia Vega, Irene Gomez, Raul Lopez, Lupe Anguiano, Lucy Cartagena, Clay Downing, Luciano Ortiz, Jackie Tedeschi, Lucas Zucker, Musa Bassey, Genevieve Flores-Haro, Arthur Valenzuela Jr., Kristie Elzinga, Martin Jones, Steve Nash, Celeste Gamino, Noemi Corpuz, Joe Kennedy, Edward Castillo, Deborah Baber, and Jack Villa.

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

Discussion ensued among the Council and staff. No action was taken.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Ramirez adjourned the meeting at 8:07 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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

DATE: January 9, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Certificates of Sufficiency of Recall Petition Signatures.

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

RECOMMENDATION:

No City Council action is required at this time; however a resolution calling a special election for the recall will be brought to the Council for adoption at the January 23, 2017 regular meeting.

BACKGROUND

On May 16, 2017, recall proponents served Mayor Tim Flynn and Councilmembers Oscar Madrigal, Bert Perello, and Carmen Ramirez with Notices of Intention to Circulate a Recall Petition, and published the same notice in Vida Newspaper on May 25, 2017. Following the Mayor and Council Members' submittal of their recall "answers," the recall proponents drafted petition forms, which were approved for circulation by the City Clerk's office on June 12, 2017. Proponents were allowed 160 days – by November 20, 2017 – to obtain 12,043 signatures for each seat, representing 15% of Oxnard's 80,286 registered voters (Election Code §11221(a)).

The recall proponents delivered the completed petitions to the City on November 15, 2017 with the following (preliminary) signature counts: Flynn - 17,411; Madrigal - 16,988; Perello - 16,864; and Ramirez - 17,114. The petitions were delivered to the Ventura County Elections Division on November 15, 2017, and the City Clerk requested that the Elections Division perform a full count of the signatures. The county had 30 business days to examine the petitions and determine the total number of valid signatures (EC §11224 and 11225).

On December 29, 2017, the Elections Division finalized its count of the signatures and determined that the petition was signed by the requisite number of voters, as stated in the

Certificate of Registrar of Voters dated December 29, 2017. As the city's election official, the City Clerk presents a Certificate of Sufficiency of Recall Petition Signatures (Attachment A) for the City Council's information (EC §11224, 11225 and 11227).

Within 14 calendar days of receiving the Certificate of Sufficiency, the City Council must issue an order calling the election (EC §11240). Therefore, the City Clerk will be bringing a resolution calling for a special election within 88 to 125 days (EC §11242) to the City Council at its January 23, 2017 meeting, when the candidate nomination period will also be announced.

FINANCIAL IMPACT

The County Elections Division had previously provided an estimated cost (Attachment B) for the special election at $220,678. However, due to its upcoming June 2018 Primary Election, the County recently informed the City Clerk's office that it is unable to provide election services after April 1. Therefore, the City will need to engage an outside consultant to provide election services at a cost that is unknown at this time. The City will still need to pay the County of Ventura for its services in providing signature verification for the recall petitions, a cost that is also unknown at this time. The election budget for FY17-18 is $154,528. Once staff receives better estimates of required special election costs, staff will return to Council to seek additional appropriation.

ATTACHMENTS:

Attachment A: 2018.01.02 Certificates of Sufficiency

Attachment B: 2017.05.24 Election Cost Estimate Letter

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF RECALL PETITION SIGNATURES FOR MAYOR TIM FLYNN

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The petition for the recall of **Tim Flynn, Mayor of the City of Oxnard** was filed with the City Clerk's office on November 15, 2017.

That pursuant to Section 11221(a) of the California Elections Code, the number of signatures required to qualify a recall in the City of Oxnard for the ballot is **12,043**.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	17,409
Total number of signatures verified:	16,820
Number of signatures found sufficient:	13,487
Number of signatures found insufficient:	3,333
Number of signatures insufficient because of duplication:	121

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 2nd day of January, 2018.

Michelle Ascencion, CMC
City Clerk

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF RECALL PETITION SIGNATURES FOR COUNCILMEMBER OSCAR MADRIGAL

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The petition for the recall of **Oscar Madrigal, Councilmember of the City of Oxnard** was filed with the City Clerk's office on November 15, 2017.

That pursuant to Section 11221(a) of the California Elections Code, the number of signatures required to qualify a recall in the City of Oxnard for the ballot is **12,043**.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	16,985
Total number of signatures verified:	16,106
Number of signatures found sufficient:	13,109
Number of signatures found insufficient:	2,997
Number of signatures insufficient because of duplication:	110

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 2nd day of January, 2018.

Michelle Ascencion, CMC
City Clerk

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF RECALL PETITION SIGNATURES FOR COUNCILMEMBER BERT PERELLO

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The petition for the recall of **Bert Perello, Councilmember of the City of Oxnard** was filed with the City Clerk's office on November 15, 2017.

That pursuant to Section 11221(a) of the California Elections Code, the number of signatures required to qualify a recall in the City of Oxnard for the ballot is **12,043**.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	16,865
Total number of signatures verified:	16,376
Number of signatures found sufficient:	13,154
Number of signatures found insufficient:	3,222
Number of signatures insufficient because of duplication:	107

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 2nd day of January, 2018.

Michelle Ascencion

Michelle Ascencion, CMC
City Clerk

CITY OF OXNARD CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF RECALL PETITION SIGNATURES FOR COUNCILMEMBER CARMEN RAMIREZ

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The petition for the recall of **Carmen Ramirez, Councilmember of the City of Oxnard** was filed with the City Clerk's office on November 15, 2017.

That pursuant to Section 11221(a) of the California Elections Code, the number of signatures required to qualify a recall in the City of Oxnard for the ballot is **12,043**.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	17,120
Total number of signatures verified:	16,050
Number of signatures found sufficient:	13,198
Number of signatures found insufficient:	2,852
Number of signatures insufficient because of duplication:	131

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 2nd day of January, 2018.

Michelle Ascencion

Michelle Ascencion, CMC
City Clerk

County of Ventura
COUNTY CLERK AND RECORDER

MARK A. LUNN
County Clerk and Recorder
Registrar of Voters

JAMES B. BECKER
Assistant County Clerk and Recorder

TRACY D. SAUCEDO
Assistant Registrar of Voters

MARTIN E. COBOS
Operations Manager

MIRANDA L. NOBRIGA
Public Information Officer

May 24, 2017

Michelle Ascencion, City Clerk
City of Oxnard
300 W. Third Street, 4th Floor
Oxnard, CA 93030

Re: Notice of Intent To Recall Tim Flynn, Carmen Ramirez, Bert Perello, Oscar Madrigal

Dear City Clerk Ascencion:

The estimated cost is $220,678 for a Special stand-alone election. This information should be used for information purposes only and not an actual cost. The total amount is subject to change and could increase or decrease the cost, once the election has been completed. This cost estimate does not include the costs of legal publications. Legal publication costs are additional.

Please call me at 654-2700 if you have questions.

Thank you,

Tracy Saucedo

TRACY D. SAUCEDO, CERA, REO
Assistant Registrar of Voters

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

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chie

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. Kelly Cleaning & Supplies, Inc. (7592-16-PW) to provide custodial services at seven utility facilities ($45,000).
B. Quinn Company (Purchase Order #6627) for the purchase of two emergency standby generators ($141,377).

BACKGROUND

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

FINANCIAL IMPACT

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

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

ATTACHMENTS:

Attachment A: City Manager Contract List for January 9, 2018

City Manager Contract List for 01/09/2018

Contracts from $25,000 to $250,000

A Janitorial Services for Water, Wastewater and Environmental Resources

Vendor:	Kelly Cleaning & Supplies, Inc.	**Amount to be Approved:**	$45,000
Type:	Amendment	**Current FY Amount:**	$199,400
Agreement No.:	7592-16-PW	**Total Contract Amount:**	$244,400
Amendment No.:	3	**Funding Source:**	Water Fund 601, Wastewater Funds 611 and 621, and Environmental Resources Fund 631
Purchase Order No.:	6026	**Vendor Selection Process:**	Public Works Bid
Begin Date:	09/12/2016	**# of Bids/Proposals/Quotes:**	2
End Date:	03/31/2018	**Project Manager:**	Todd Vasquez-Housley
Term:	1 year 3 months	**Department:**	Public Works Administration
		Telephone:	805-385-7957
		Email:	Todd Vasquez-Housley

Purpose:

Staff is requesting authorization to enter into a Third Amendment with Kelly Cleaning & Supplies, Inc. (7592-16-PW) in the amount of $45,000 for a total not to exceed amount of $244,400 and extends the contract until March 31, 2018. This will allow the Purchasing Division to work on a city-wide custodial contract for all city facilities.

On August 15, 2016 the City issued a Request for Quotation (RFQ) for seven utilities facilities: Wastewater Treatment Plant, Advanced Water Purification Facility, Water Campus, Blending Station No. 3, Blending Station No. 4, Blending Station No. 5, and the Del Norte Regional Recycling and Transfer Station. The City sent the RFQ to five (5) known companies. The closing date for the RFQ was August 23, 2016. The Request for Quotation also required a mandatory walk-through of all of the facilities on August 18, 2016, due to the complexity of the work involved. Three (3) vendors attended the mandatory walk-through. Of the three (3) vendors that attended the mandatory walk-through, only two (2) vendors submitted quotations. Kelly Cleaning & Supplies, Inc. provided the lowest quotation and was awarded the agreement for $24,615.

The first amendment was for the amount of $84,785 and extended the agreement until June 30, 2017. The second amendment was for the amount of $90,000 and extended the agreement until December 31, 2017.

City Manager Contract List for 01/09/2018

Contracts from $25,000 to $250,000

B Purchase of two Wastewater Collection Emergency Generators

Vendor:	Quinn Company	**Amount to be Approved:**	$141,377
Type:	Purchase Order	**Current FY Amount:**	$141,377
Agreement No.:		**Total Contract Amount:**	$141,377
Amendment No.:	N/A	**Funding Source:**	Wastewater Treatment
Purchase Order No.:	6627	**Vendor Selection Process:**	Informal Bids
Begin Date:	12/22/2017	**# of Bids/Proposals/Quotes:**	2
End Date:		**Project Manager:**	Douglas Anders
Term:		**Department:**	Public Works Administration
		Telephone:	805-200-5234
		Email:	douglas.anders@oxnard.org

Purpose:

Ratify the action by the Assistant City Manager and the Mayor of December 22, 2017 for the purchase of two mobile emergency standby generators from Quinn Company in the amount of $141,377.

The wastewater collection system consists of 15 sewer lift stations located throughout the City. On the evening of December 4, 2017, portions of northern Ventura County, including the City of Oxnard, experienced a Southern California Edison blackout due to high wind conditions and the Thomas fire.

The wastewater collection and maintenance crews mobilized under darkness (blackout conditions) to maintain all the sewer lift stations. No sewer spills were reported. During the blackout incident staff was not equipped with sufficient backup power to maintain the lift stations in an operational status. Two mobile emergency standby generators were purchased to rectify the situation.

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

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Resolution Approving Submittal of CalVIP Grant Application

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council adopt a resolution:
1. Authorizing the City Manager to submit an application for $500,000 in Board of State and Community Corrections (BSCC) grant funding for the 2018/20 California Violence Intervention and Prevention (CalVIP) project to reduce gang and youth violence through direct intervention, youth employment, and community engagement;
2. Authorizing the City Manager or designee to execute a grant agreement for funding from the State of California/BSCC for the CalVIP Program from May 1, 2018 through April 30, 2020; and
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorizing the Recreation and Community Services Department/Office of Youth Safety to submit non-financial reports.

BACKGROUND

The City of Oxnard is eligible to submit a grant application to the State of California, Board of State and Community Corrections for consideration of funding up to $500,000 over a 24-month period beginning May 1, 2018 and ending April 30, 2020. The CalVIP grant is designed to fund coordinated, collaborative strategies that are proven to be most effective at reducing violence and that focus on better outcomes in the criminal justice system and for those involved in it.

The grant funds will be used in a collaborative partnership between Oxnard City Corps, City Impact, Inc., and other public agencies and community-based organizations to provide funding to staff the City of Oxnard's Office of Youth Safety, street and community outreach, violence intervention, referrals to services, case management, life guidance, mentoring, community service opportunities, skills development, career exploration, and youth employment in the City's efforts to reduce gang and youth violence and improve outcomes for youth in our community. The deadline for submission of grant application is January 22, 2018.

STRATEGIC PRIORITIES

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

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues..
Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

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

FINANCIAL IMPACT

There is no direct cost to the general fund, however, the grant requires a dollar-for-dollar match – cash, in-kind, or combination thereof – of the total grant award. The required match of up to $500,000 will come from various in-kind sources which may include: salaries and benefits for police gang suppression and enforcement activities ($436,000); salaries and benefits for managers, supervisors, financial staff, clerical staff, or other staff who are only indirectly involved with the grant project at Oxnard City Corps ($126,200); salaries and benefits for participant support and for managers, supervisors, and other staff who are only indirectly involved with the grant project at City Impact, Inc. ($10,000); City Corps youth employment funding augmented from other current funding sources ($100,000); personnel time of collaborative partners serving on the project's Coordinating Council; pro-rated facilities, equipment, office supplies; or volunteer time. There is no direct cost to the general fund. Upon approval of grant award, staff will return to Council to recognize and appropriate the grant award and required match.

ATTACHMENTS:

Attachment: A: CalVIP Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City council; and

WHEREAS, the Recreation and Community Services Department/Office of Youth Safety has requested that City Council approve the submittal of an application, in collaboration with Oxnard City Corps and City Impact, Inc., for $500,000 to the Board of State and Community Corrections (BSCC) for California Violence Intervention and Prevention (CalVIP) grant funds to be used to reduce gang and youth violence through efforts from May 1, 2018 to April 30, 2020, including outreach, referrals, case management, life guidance and mentoring, community service, skills building, career exploration, youth employment, educational opportunities, and community engagement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
To approve the submittal of a grant application by the City Manager for CalVIP grant funds to be used to reduce gang and youth violence through outreach, referrals, case management, life guidance and mentoring, community service, skills building, career exploration, youth employment, educational opportunities, and community engagement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreement; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims; the Recreation and Community Services Department/Office of Youth Safety is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ______ day of _________________, 2018, by the following vote:

AYES:

NOES:

ABSENT:

____

Tim Flynn, Mayor

ATTEST:

____

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____

Stephen Fischer, City Attorney

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

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Commercial Rescue with Light and Breathing Air System

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council approves and authorizes the Mayor to execute one (1) purchase order (Requisition 3667) for a total amount of $436,179 for the purchase of a Commercial Rescue with Light and Breathing Air System Vehicle.

BACKGROUND

On December 6, 2016 Council passed resolution 14,979 allowing the Fire Department to submit for, and accept, a Federal Emergency Grant Award in the amount of $469,440 for the purchase of a Light and Air Vehicle to be used a regional resource for response to structure fires, heavy rescues, and extended incident operation. Award EMW-2016-FV-90082 was granted on September 1, 2017.

The Light and Air Vehicle is capable of providing breathing air to fill self-contained breathing apparatus tanks, dive tanks and lighting at the scene of an incident, not only for the Fire Department but as a City resource for other City departments. This vehicle would replace a 2002 Fire Department vehicle with approximately 157,000 miles. The grant funding is agency specific to the Oxnard Fire Department however the resource will be utilized in Regional response to incidents in West Ventura County.

The Department has selected South Coast Fire Equipment to as the preferred vendor of the Light and Air Vehicle. A request for bids was posted in December 8, 2017 and closed on December 27, 2017, two bids were received and South Coast Fire Equipment was the lowest responsible bid. Equipment upfitting costs are included in the purchase price, remaining grant funds will be used to purchase supplies and equipment for the Light and Air Vehicle.

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:

Objective 1d. Examine options for long term sustainability of public safety

FINANCIAL IMPACT

There is sufficient funding to cover the purchase of the vehicle. The Light and Air Vehicle will be purchased with $407,324 of grant funding via Federal Emergency Management Agency Assistance to Firefighters Grant FY16 (Grant Project# 772266 / Account 238-2221-802.86-06) and match funding in amount of $28,855 from budgeted Measure O Station 8 Operational (Project MO2201 / Account 104-2208-802.86-06).

ATTACHMENTS:

Attachment A: PO 6633 South Coast

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO.
006633

DATE: 1/4/2018

VENDOR PHONE: (909)673-9900
VENDOR FAX: ( ) -
VENDOR #: 19070
VENDOR ADDRESS: SOUTH COAST FIRE EQUIPMENT
2020 SOUTH BAKER AVE.
ONTARIO, CA 91761

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/08/2017	0000003637	12/08/2017	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	407,324.00 / DL	LIGHT AND AIR VEHICLE	1.0000	407,324.00
2	28,855.00 / DL	LIGHT AND AIR VEHICLE	1.0000	28,855.00

TOTAL PURCHASE AMOUNT **$436,179.00**

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

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

ee to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

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

PURCHASE ORDER NO.
006633

DATE: 1/4/2018

VENDOR PHONE: (909)673-9900
VENDOR FAX: ( ) -
VENDOR #: 19070
VENDOR ADDRESS: SOUTH COAST FIRE EQUIPMENT
2020 SOUTH BAKER AVE.
ONTARIO, CA 91761

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/08/2017	0000003637	12/08/2017	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

AUTHORIZED SIGNATURE. ________________________

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

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300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/08/2017	0000003637	12/08/2017	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
23822218028606	772266	407,324.00
10422088028606	MO2201	28,855.00

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

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

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Purchase Order with Wastequip Manufacturing Company, LLC for Supply and Delivery of Commercial and Industrial Waste and Recycle Containers

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute Purchase Order No. 6606 with Wastequip Manufacturing Company, LLC in an amount not-to-exceed $479,315.63 for the supply and delivery of commercial and industrial waste and recycle containers for a one year term.

BACKGROUND

The Public Works Department Environmental Resources Division is requesting authorization to purchase 50 two-cubic yard, 145 four-cubic yard, 15 thirteen-cubic yard, 25 thirty-cubic yard and 10 forty-cubic yard metal containers for the City's commercial and industrial collection service. These containers are required to replace and replenish supplies in the commercial and industrial collections operations.

On October 6, 2017, the City solicited a competitive request for bids for commercial and industrial containers. The bid notice was published in the Vida Newspaper on October 12, 2017. Additionally, the bid document was posted on the City's website for vendors to access and view through the bid period, which ended on November 9, 2017.

Among the six vendors who received the bid document, staff received one bid from Wastequip Manufacturing Company, LLC. That bid meets the container specifications and needs of the Environmental Resources Division commercial and industrial operations.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding for the purchase of commercial and industrial waste and recycle containers in Fiscal Year 2017-18. The cost will be funded from budgeted Environmental Resources Commercial Collection Minor Equipment (Account Number 631-6308-843-8134) and Industrial Collection Minor Equipment (Account Number 631-6309-843-8134) to provide for the purchase of the containers.

ATTACHMENTS:

Attachment A: Purchase Order No. 6606

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO.
006606

DATE: 12/6/2017

VENDOR PHONE: (626)279-5440
VENDOR FAX: (626)279-5441
VENDOR #: 15172
VENDOR ADDRESS: WASTEQUIP - WEST COAST
P.O. BOX 603008
CHARLOTTE, NC 28260

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/21/2017	0000003602	11/21/2017	TOM BULLARD/JIM LEVY
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	1.00 / DL	COMMERCIAL & INDUSTRIAL CONTAINERS	167,502.1900	167,502.19
2	1.00 / DL	COMMERCIAL & INDUSTRIAL CONTAINERS	311,813.4400	311,813.44

TOTAL PURCHASE AMOUNT	**$479,315.63**

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

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

AUTHORIZED SIGNATURE. ________________________
ee to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

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

PURCHASE ORDER NO.
006606

DATE: 12/6/2017

VENDOR PHONE: (626)279-5440
VENDOR FAX: (626)279-5441
VENDOR #: 15172
VENDOR ADDRESS: WASTEQUIP - WEST COAST
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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

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PURCHASE ORDER

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

PURCHASE ORDER NO.
006606

DATE: 12/6/2017

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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
63163088438134		167,502.19
63163098438134		311,813.44

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4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
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14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
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16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

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

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.:** 7

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Award Contract for Campus Park ASR Well Pipeline Phase I PW 17-28 (5/5/5)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:
1. Award and authorize the Mayor to execute Agreement A-8038 with Toro Enterprises, Inc. in the amount of $648,828.00 for the Campus Park ASR Well Pipeline Phase I PW 17-28;
2. Approve $65,172 as Project contingency for the Campus Park ASR Well Pipeline Phase I PW 17-28; and
3. Approve an appropriation of $714,000 for Campus Park ASR Well Pipeline Phase I Project No. 186504.

BACKGROUND

On July 25, 2017, City Council adopted the plans and specifications and authorized staff to solicit bids for the Campus Park ASR Well Pipeline Phase I PW 17-28 on Fifth Street from Ventura Road to the Well Site.

The Project

The ASR Pipeline project is a critical part of the Groundwater Recovery Enhancement and Treatment (GREAT) Program. The work includes construction of a recycled water pipeline from the existing backbone system pipeline on Fifth Street from Ventura Road to the aquifer storage and recovery (ASR) Well site at Campus Park. The pipeline will be 1,750 linear feet of 22-inch high density polyethylene (HDPE) pipe which will be placed within the Fifth Street right-of-way from Ventura Road to the ASR Well at Campus Park.

The ASR Well construction at Campus Park Project has recently been completed. The next phase requires recycled water for injection, testing, reporting and approval by the Regional Water Quality Control Board and the State Division of Drinking Water. The testing, data collection, reporting will take an estimated 9 to 12 months and cannot be started until this pipeline is installed.

Once regulatory approval is obtained, the next pipeline project from the ASR Well to Blending Station 1 and well station facility can be completed. The ASR System will become operational when it is connected to Blending Station 1 and can provide storage of recycled water during periods of low demand, recovery during high demand and indirect potable reuse (IPR).

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on October 26, 2017, and all bids were due on November 14, 2017. The City received the bids listed below:

Cedro Construction, Inc.	$499,288.00
Toro Enterprises, Inc.	$648,828.00
Blois Construction	$696,325.00

The lowest bidder was Cedro Construction, Inc., which withdrew its bid within five days due to an alleged error in completing the bid paperwork.

The next lowest bidder is Toro Enterprises, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro Enterprises and its subcontractors. For the contractor and all subcontractors, staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked for City business licenses, and verified registration with the California Department of Industrial Relations (DIR). The recommended contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

The contract is attached for review; however, it will not be sent to the contractor for signatures until Council has approved the award. The contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents.

Additionally, funds estimated in the amount of $65,172 are needed for Project contingency and the cost for City staff to perform the following activities during construction: engineering, inspection, survey and Project management. The indirect cost and expense for Project procurement are also included in this estimate. The total estimated cost of the Project is $714,000.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this action would require an appropriation of $714,000 for the Campus Park ASR Well Pipeline Phase I Project No. 186504 and funded by the Resource Development Fee Fund 603. The unaudited FY 2016/17 estimated undesignated fund balance for Resource Development Fee Fund is $13.1 Million.

ATTACHMENTS:

Attachment A - PW 17-28 Campus Park ASR Well Bid Tabulation

Attachment B - PW 17-28 Toro Bid Package

Attachment C - Campus Park ASR Well Pipeline Map

Attachment D - SBA Campus Park ASR

Attachment E - Agreement A-8038 Toro ASR Well PW 17-28

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

PW 17-28 CAMPUS PARK ASR WELL PIPELINE PHASE I

Owner: City of Oxnard

Bid Opening: 11/14/17

					Cedro Construction, Inc.		Toro Enterprises, Inc.		Blois Construction	
					120 E. Santa Maria Street Santa Paula, CA 93060 US		2101 E. Ventura Blvd Oxnard, Ca 93036 US		4230 Drake Drive Oxnard, CA 93030 US	
					#1		#2		Invalid Bid - Bidder is not plan holder of record	
Item #	*Item Description*	*Payment Code*	*Unit of Measure*	*Quantity*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	$9,500.00	$9,500.00	$29,000.00	$29,000.00	$25,000.00	$25,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	$6,100.00	$6,100.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	$3,200.00	$3,200.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00
	Recycled Waterline									
4	Install 22-Inch HDPE DR11 C906 Complete In Paved Area (Open-Cut) – 22” HDPE Pipe Provided By City	1704-3	LS	1,360	$154.00	$209,440.00	$225.00	$306,000.00	$235.00	$319,600.00
5	Install 22-Inch HDPE DR11 C906 Complete In Unpaved Area (Open-Cut) – 22” HDPE Pipe Provided By City	1704-3	LF	335	$118.00	$39,530.00	$125.00	$41,875.00	$105.00	$35,175.00
6	Furnish And Install Complete Connection And Associated Appurtenances Of 22-Inch HDPE To Exist 16-Inch Valve	1704-3	LF	1	$12,000.00	$12,000.00	$11,350.00	$11,350.00	$11,000.00	$11,000.00
7	Furnish And Install Complete 12-Inch ASR Well #1 Turnout	1704-3	EA	1	$15,000.00	$15,000.00	$20,250.00	$20,250.00	$12,500.00	$12,500.00
8	Furnish And Install Complete 18-Inch Butterfly Gate Valve and Associated Appurtenance As Shown On Drawings	1705-1.1	EA	3	$14,278.00	$42,834.00	$15,325.00	$45,975.00	$30,000.00	$90,000.00
9	Furnish And Install Complete 2-Inch Combination Air Vacuum/Air Release Valve As Shown On Drawings	1705-3.1	EA	3	$5,545.00	$16,635.00	$7,000.00	$21,000.00	$7,000.00	$21,000.00
10	Furnish And Install Complete 4-Inch Blow-Off As Shown On Drawings	1707-2	EA	2	$5,168.00	$10,336.00	$7,980.00	$15,960.00	$5,500.00	$11,000.00
11	Dewatering	1901-3	LS	1	$11,000.00	$11,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
12	Trench Safety including adequate sheeting, shoring and bracing, or an equivalent method, for the protection of life and limb	1902-3	LS	1	$8,500.00	$8,500.00	$12,700.00	$12,700.00	$17,000.00	$17,000.00
13	Furnish And Install Complete 8-Ft High Chain Link Fence With 16’ Wide Drive Gate Per Plate 613	1904-3	LF	200	$105.00	$21,000.00	$43.00	$8,600.00	$70.00	$14,000.00
14	Furnish And Install Complete 6” Thick Decomposed Granite	1905-4	SY	700	$26.00	$18,200.00	$50.00	$35,000.00	$20.00	$14,000.00
	Restoration Works									
15	Cold Mill AC Pavement (2” Max)	1110-3	SY	2,000	$7.33	$14,660.00	$5.06	$10,120.00	$6.70	$13,400.00

16	Furnish And Install 2" Asphalt Concrete, Type III (DGAC-C2-PG 64-10)	1150-10	TN	250	$148.00	$37,000.00	$112.00	$28,000.00	$200.00	$50,000.00
17	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	40	$112.00	$4,480.00	$45.00	$1,800.00	$125.00	$5,000.00
18	Remove And Replace PCC Sidewalk	1174-6	SF	100	$21.50	$2,150.00	$18.00	$1,800.00	$45.00	$4,500.00
19	Install 12" Solid White (T)	1515-3	LF	300	$5.32	$1,596.00	$3.41	$1,023.00	$3.80	$1,140.00
20	Install 4" Solid White (T)	1515-3	LF	150	$5.32	$798.00	$1.10	$165.00	$1.20	$180.00
21	Install Detail 9 (T)	1515-3	LF	1,000	$1.06	$1,060.00	$1.10	$1,100.00	$1.20	$1,200.00
22	Install Detail 38 (T)	1515-3	LF	400	$2.13	$852.00	$2.20	$880.00	$2.50	$1,000.00
23	Install Detail 39 (T)	1515-3	LF	1,200	$1.06	$1,272.00 *	$1.65	$1,980.00	$1.90	$2,280.00
24	Install Traffic Loop Detector	1520-3	EA	4	$638.00	$2,552.00	$660.00	$2,640.00	$700.00	$2,800.00
25	Install Bike Loop Detector	1520-3	EA	4	$692.00	$2,768.00	$715.00	$2,860.00	$700.00	$2,800.00
	Additive Items									
26	Trench Stabilazation	1903-4	TN	50	$102.00	$5,100.00	$98.00	$4,900.00	$170.00	$8,500.00
27	Unclassified Excavation	1120-4	CY	50	$34.50	$1,725.00	$57.00	$2,850.00	$65.00	$3,250.00
	Bid List Total -SUBMITTED					**$499,936.00**		**$658,828.00**		**$696,325.00**
	Total Bid Amount -VERIFIED					**$499,288.00** *		**$648,828.00** *		**$696,325.00**
					Cedro Construction, Inc.		**Toro Enterprises, Inc.**		**Blois Construction**	

Listed Subs

Cedro Construction, Inc.	Toro Enterprises, Inc.	Blois Construction
Chrisp Company 2280 South Lilac Avenue Bloomington, CA 92316	**Benner & Carpetner** 506 E. Main Street Santa Paula, CA	**Benner and Capenter** Santa Paula, CA
All American Asphalt P. O. Bo x2229 Corona, CA 92878	**Chrisp Company** 2280 South Lilac Avenue Bloomington, CA 92316	**Chrisp Co.** Bloomington, CA
Traffic Loops Crackfilling, Inc. 946 S Emerald Street Anaheim, Ca 92804	**Traffic Loops Crackfilling, inc.** 946 S Emerald Street Anaheim, Ca 92804	**Hardy & Harper** Santa Ana, CA
	Fence Corp, Inc. 6837 Power Inn Road Sacramento, CA	**Super, Seal & Stripe** Fillmore, CA

***Error in calculation by Bidder. Per bid documents the unit price prevails.**

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

CAMPUS PARK ASR WELL PIPELINE PHASE I

PW 17-28

Submitted by:

Contractor's Name: TORO ENTERPRISES, INC.

Address: 2101 E. VENTURA BLVD.

City: OXNARD State: CALIFORNIA Zip Code: 93030

Contact Person: MATT EVANS Phone: 805.483.4515

Email: mevans@toroenterprises.com Date: 11/10/17

BID FOR CAMPUS PARK ASR WELL PIPELINE PHASE I PW 17-28

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Campus Park ASR Well Pipeline Phase I ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.

2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.

3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/10/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: [signature] Title: PRESIDENT

Print: SEAN CASTILLO Date: 11/10/17

CITY OF OXNARD

BID SHEETS FOR CAMPUS PARK ASR WELL PIPELINE PHASE I PW 17-28

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	29,000.-	29,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	25,000.-	25,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	6,000.-	6,000.-
	RECYCLED WATERLINE					
4	Install 22-Inch HDPE DR11 C906 Complete In Paved Area (Open-Cut) – 22" HDPE Pipe Provided By City	1704-3	LF	1,360	225.-	306,000.-
5	Install 22-Inch HDPE DR11 C906 Complete In Unpaved Area (Open-Cut) – 22" HDPE Pipe Provided By City	1704-3	LF	335	125.-	41,875.-
6	Furnish And Install Complete Connection And Associated Appurtenances Of 22-Inch HDPE To Exist 16-Inch Valve	1704-3	EA	1	11,350.-	11,350.-
7	Furnish And Install Complete 12-Inch ASR Well #1 Turnout	1704-3	EA	1	20,250.-	20,250.-
8	Furnish And Install Complete 18-Inch Butterfly Gate Valve and Associated Appurtenance As Shown On Drawings	1705-1.1	EA	3	15,325.-	45,975.-
9	Furnish And Install Complete 2-Inch Combination Air Vacuum/Air Release Valve As Shown On Drawings	1705-3.1	EA	3	7,000.-	21,000.-
10	Furnish And Install Complete 4-Inch Blow-Off As Shown On Drawings	1707-2	EA	2	7,980.-	15,960.-

11	Dewatering	1901-3	LS	1	10,000.-	10,000.-
12	Trench Safety including adequate sheeting, shoring and bracing, or an equivalent method, for the protection of life and limb	1902-3	LS	1	12,700.-	12,700.-
13	Furnish And Install Complete 8-Ft High Chain Link Fence With 16' Wide Drive Gate Per Plate 613	1904-3	LF	200	43.-	8,600.-
14	Furnish And Install Complete 6" Thick Decomposed Granite	1905-4	SY	700	50.-	35,000.-
	RESTORATION WORKS					
15	Cold Mill AC Pavement (2" Max)	1110-3	SY	2,000	5.06	10,120.-
16	Furnish And Install 2" Asphalt Concrete, Type III (DGAC-C2-PG 64-10)	1150-10	TN	250	112.-	28,000.-
17	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	40	45.-	1,800.-
18	Remove And Replace PCC Sidewalk	1174-6	SF	100	18.-	1,800.-
19	Install 12" Solid White (T)	1515-3	LF	300	3.41	1,023.-
20	Install 4" Solid White (T)	1515-3	LF	150	1.10	165.-
21	Install Detail 9 (T)	1515-3	LF	1,000	1.10	1,100.-
22	Install Detail 38 (T)	1515-3	LF	400	2.20	880.-
23	Install Detail 39 (T)	1515-3	LF	1,200	1.65	1,980.-
24	Install Traffic Loop Detector	1520-3	EA	4	660.-	2,640.-
25	Install Bike Loop Detector	1520-3	EA	4	715.-	2,860.-
	TOTAL BASE AMOUNT				$ 641,078.-	

ADDITIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
26	Trench Stabilization	1903-4	TN	50	98.-	4,900.-
27	Unclassified Excavation	1120-4	CY	50	57.-	2,850.-

Note: Additive items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + BOTH ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $648,828.-

TOTAL BID PRICE IN WORDS: SIX HUNDRED FORTY-EIGHT ~~DOLLAR~~ THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS.

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and both Additive Items.

Contractor must complete all Work within fifty (50) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda → NONE

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

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: ______________ Title: PRESIDENT

Print: SEAN CASTILLO Date: 11/10/17

QUESTIONNAIRE FORM

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

(1) Bidder's Name: TORO ENTERPRISES, INC.

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

N/A

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

(3) Business Address: 2101 E. VENTURA BLVD, OXNARD, CA, 93030

Phone 1: 805.483.4515 Phone 2: ________

Email: mevans@toroenterprises.com

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

Organized under the laws of the State of: CALIFORNIA

(5) California State Contractor's License Number and Class: 710580, A

Original Date Issued: 8/31/1995 Expiration Date: 8/31/2019

(6) DIR Contractor Registration Number: 1000002410

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

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

SEAN CASTILLO, PRESIDENT, 2101 E. VENTURA BLVD, OXNARD, CA, 93036-805.483.4515

JERRY HANNIGAN, SECRETARY,2101 E. VENTURA BLVD, OXNARD, CA, 93036-805.483.4515

TRENT ROYLE, V.P.,2101 E. VENTURA BLVD, OXNARD, CA, 93036-805.483.4515

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

N/A

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

NONE, N/A

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

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

NONE, N/A

b. Briefly summarize the parties' claims and defenses:

NONE, N/A

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

NONE, N/A

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

NONE, N/A

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

NONE, N/A

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

NONE, N/A

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

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

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

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

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

d. By Subcontractors? Circle one: Yes No

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

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

NONE, N/A

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

1. LA COLONIA NEIGHBORHOOD STREET IMPROVEMNENT
2. ON CALL PATCHING AND REPAIRS
3. COLLEGE ESTATES NEIGHBORHOOD STREET RESURFACING

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

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

Signature: ______ Title: PRESIDENT Date: 11/10/17

SEAN CASTILLO

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Ventura }

On 11/10/17 before me, Kelly Westbrooks, Notary Public
(Here insert name and title of the officer)

personally appeared Alan Castillo,
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.

Kelly Westbrooks
Notary Public Signature

KELLY WESTBROOKS
Commission # 2054096
Notary Public - California
Ventura County
My Comm. Expires Jan 28, 2018

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Questionnaire Form
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 10 Document Date 11/10/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☑ Corporate Officer Pres
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ______________

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

This Questionnaire Form must be notarized below.

State of California)

County of ______________________) ss

City of ________________________)

On __________________ before me, ______________________________

(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)

Notarized Acknowledgement attached

REFERENCES FORM

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

Project 1 Description: *PLEASE SEE ATTACHED*

Construction Dates From: ______ To: ______

Agency Name: ______

Project Manager: ______ Telephone: ______

Original Contract Amount: $______ Final Contract Amount: $______

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

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

Project 2 Description: *PLEASE SEE ATTACHED*

Construction Dates From: ______ To: ______

Agency Name: ______

Project Manager: ______ Telephone: ______

Original Contract Amount: $______ Final Contract Amount: $______

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

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

Project 3 Description: *PLEASE SEE ATTACHED*

Construction Dates From: ________ To: ________

Agency Name: ________

Project Manager: ________ Telephone: ________

Original Contract Amount: $________ Final Contract Amount: $________

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

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

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

Bidder's Name: TORO ENTERPRISES, INC.

Signature: ________ Title: PRESIDENT Date: 11/10/17

SEAN CASTILLO

ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

REFERENCE LIST

UNDERGROUND UTILITIES

Contract With: City of Camarillo - 601 Carmen Dr., Camarillo, Ca 93010
Contact: Richard Nack (805) 388-5340
Description: 16" Pipeline, 350 TN AC Pavement, 24" HDPE
Project: Pancho Road Reclaimed Pipeline
Owner: City of Camarillo
Contract Amount: $2,275,592.00
Completed: 5/15/15
Engineer: Timothy F. Taylor
Project Manager: Sean Castillo, 805.483.4515
Original End: 9/16/2016
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: County of Ventura
Contact: Irma Vasquez 805.654.2001
Description: Road Widening and Realighnment
Project Name: Donlon Road Alighnment Blvd
Owner: County of Ventura
Contract Amount: $2,221,092.-
Completed: 3/15/16
Engineer: Chris A. Hooke
Project Manager: Sean Castillo, 805.483.4515
Original End: 1/12/2016
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: Cal Poly Pomona
Contact: Bruyn Bevans Sr.
Description: 6" Steel Insulated Hot & Cold Waterpipe
Project Name: Chilled & Hot Water Line Extension Project
Owner: Cal Poly Pomona
Contract Amount: $656,161.-
Completed: 12/28/2016
Engineer: Matthew P. Kurtz
Project Manager: Sean Castillo, 805.483.4515
Original End: 8/28/2015
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

REFERENCE LIST

Paving

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 6,755 TONS OF ARHM
Project Name: Pavement Resurfacing - Oxnard Area
Owner: County of Ventura
Contract Amount: $1,159,339.20
Completed: 2/18/2017
Engineer: Jeewong Kim
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 9,200 TONS OF ARHM, 1,977 SF SIDEWALK R&R
Project Name: Pavement Rehabilitaton - Ventura & Mira Monte Areas
Owner: County of Ventura
Contract Amount: $1,250,576.-
Completed: 7/13/2016
Engineer: Ariel Braza
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract:	County of Ventura
Contact:	Jeff Pratt 805.654.2039
Description:	28,099 LF of Curb & Gutter, 450 Tons of AC Paving,
Project Name:	Pavemnet Rehabilitation on System Roads in Santa Rosa Vallet, Del Norte, El Rio And Nyeland Acre Areas
Owner:	County of Ventura
Contract Amount:	$1,541,254
Completed:	2/7/2017
Engineer:	Ariel Braza
Project Manager:	Sean Castillo, 805.483.4515
Original End:	N/A
Stop Notices or Mechanic liens Filed:	None, N/A
Amount of LD's:	None
Resloution of Any Claim:	None, N/A
Did Toro Enterprises, inc File Claims Aginst The Agency:	No
Did the Agency File Any Claims Against Toro Enterprises, Inc:	No

ENTERPRISES INC.

GENERAL ENGINEERING CONTRACTORS

REFERENCE LIST

CONCRETE PROJECTS

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063
Contact: Sarah Sheshebor
Brief Description: R&R Sidewalks, Curbs, Gutters, Ramps
Project: Madera Road Widening
Owner: City of Simi Valley
Contract Amount: $805,979.04
Completed: 6/15
Did Toro File Any Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of South Pasadena - 1414 Mission St, South Pasadena, CA 91030
Contact: Thomas Amare
Brief Description: Installation of 4" PCC Sidewalks
Project: Sidewalk Replacement Project
Owner: City of South Pasadena
Contract Amount: $124,929.38
Completed: 6/15
Did Toro File Any Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502
Contact: Karen Little
Brief Description: Sawcut and R&R Sidewalks, Curbs, Ramps 8" PCC
Project: Residential Street Improvements
Owner: City of Burbank
Contract Amount: $2,415,950.00
Completed: 12/15
Did Toro File Any Claims Aginst The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Benner & Carpenter	LS 7998 LS	1000001843	506 E. Main St., Santa Paula, Ca 805-525-3396	Survey	0.45%
Chrisp Company	374600 C-32	1000000306	2280 S. Lilac Ave., Bloomington, Ca 909-746-0356	Striping/Markings	0.7%
~~Icat~~ SC Traffic Loops Crackfilling, Inc.	652956 C-10/C-32	1000003794	946 S. Emerald St., Anahiem, Ca 714-520-4026	Traffic Loops	0.8%
Fence Corp Inc	886544	1000000850	6837 Power Inn Rd., Sacramento, CA 916-388-0887	Chain Link Fence	1.2%

Bidder's Name: TORO ENTERPRISES, INC. Signature: SEAN CASTILLO Title: PRESIDENT Date: 11/10/17

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

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

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts	180	200	197	170	144	126	1,017
Total dollar amount of contracts (in thousands)	$80,000	$78,000	$75,000	$75,000	$72,000	$54,000	$434,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	5	5	1	5	2	21
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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

Bidder's Name: TORO ENTERPRISES, INC,

Signature: SEAN CASTILLO, Title: PRESIDENT Date: 11/10/17

B 14

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declare(s):

I/we am/are the PRESIDENT of TORO ENTERPRISES, INC., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/10/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name: TORO ENTERPRISES, INC.

Signature: SEAN CASTILLO, Title: PRESIDENT Date: 11/10/17

This Noncollusion Declaration must be notarized on the following page.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Ventura }

On 11/10/17 before me, Kelly Westbrooks, Notary Public
(Here insert name and title of the officer)

personally appeared Sean Castillo,
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.

KELLY WESTBROOKS
Commission # 2054096
Notary Public - California
Ventura County
My Comm. Expires Jan 28, 2018

Kelly Westbrooks
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Declaration
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 11/10/17

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☐ Corporate Officer
Pres
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

(Continuation of Noncollusion Declaration)

State of California)

County of ________________________) ss

City of ______________________________)

On ________________________ before me,

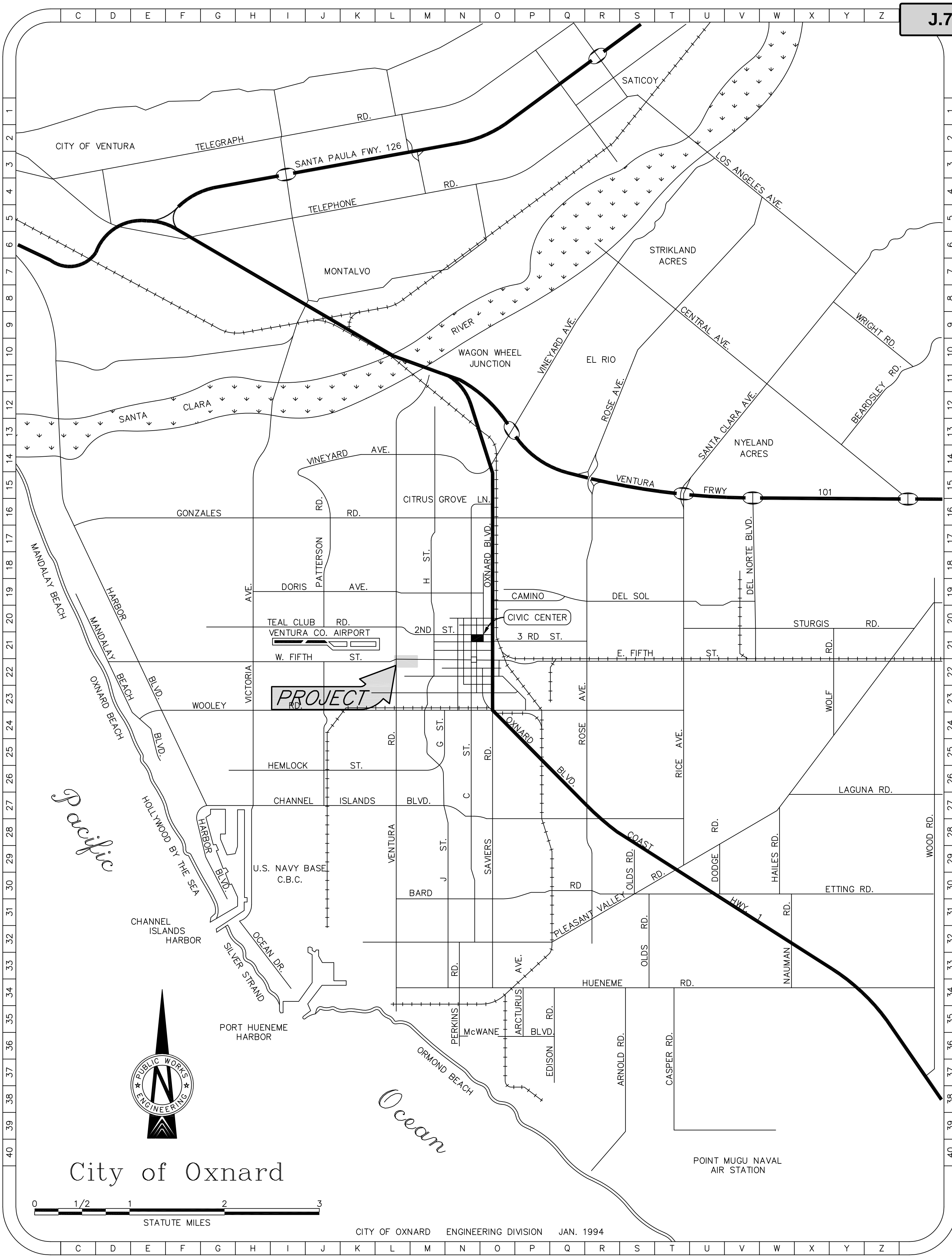
_____________________________________ (insert name and title of the officer)

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)

Notarized Acknowledgement attached



LOCATION MAP

FIFTH STREET RW PIPELINE FROM VENTURA RD TO CAMPUS PARK

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** January 9, 2018

Project/Program Manager: Thien Ng **Phone:** 805-432-3575

Reason for Appropriation:

Funds Campus Park ASR Well Pipeline Phase I project (186504), i.e. contract with Toro Enterprises Company, contingency funds, and staff engineering and project management services.

Accounts and Descriptions		**AMOUNT**
Fund: **Resource Development Fee Fund (603)**		
Expenditures/Transfers Out		
Campus Park ASR Well Pipeline Phase I (186504)		
603-6551-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	648,828
603-6551-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	65,172
	Sub-total Expenditures	714,000
	Net Change to Fund Balance	**(714,000)**
	Net Appropriation Change	**714,000**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

CONTRACT

CITY OF OXNARD CONTRACT FOR CAMPUS PARK ASR WELL PIPELINE PHASE I PW 17-28

THIS CONTRACT ("Contract") is made and entered this 9th day of January, 2018, ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Campus Park ASR Well Pipeline Phase I PW 17-28 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of six hundred fifty eight thousand eight hundred twenty eight dollars ($658,828.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

(signatures continued on following page)

Agreement No. A-8038

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

CITY OF OXNARD

__________________________ ___________
Tim Flynn, Mayor Date

ATTEST:

__________________________ ___________
Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

__________________________ ___________
Stephen M. Fischer, Date
City Attorney

APPROVED AS TO CONTENT:

__________________________ ___________
Terry Kirsch, Project Manager Date

__________________________ ___________
Thien Ng, Interim Date
Public Works Director

APPROVED AS TO AMOUNT:

__________________________ ___________
Greg Nyhoff, Date
City Manager

__________________________ ___________
Ruth Osuna, Date
Assistant City Manager

APPROVED AS TO INSURANCE:

__________________________ ___________
Mike More, Risk Manager Date

TORO ENTERPRISES, INC.

__________________________ ___________
Sean Castillo, President Date

__________________________ ___________
Jerry Hannigan, Secretary Date

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors 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. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 17-28
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.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.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$2,000,000 $2,000,000 $2,000,000 $2,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._PW 17-28** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ ______________
with an Aggregate of $__________ applies to ______________
coverage. ❒ Per Occurrence ❒ Per Claim (which)

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & CONTRACTORS PROTECTIVE

❒ Claims Made
Retroactive Date ______________
❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ ______________		
❒ ______________		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: ______________
Address: ______________
____
Telephone: (______________)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 17-28
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ ______________

I ______________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______________
(original signature required)

Telephone: ( ) Date Signed ______________

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ ______________________
with an Aggregate of $__________ applies to ______________________________
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _________________ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: ______________________________

Address: ______________________________

____

Telephone: ( ) ______________________________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1 **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence” form CA0001, code (Aany auto@); or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.PW 17-28
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ ______________________________

I ______________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______________________________

(original signature required)

Telephone: ( ) Date Signed ______________________

Bond No. __________

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _________
____
____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as CAMPUS PARK ASR WELL PIPELINE PHASE I PW 17-28.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and ________________________________
____
____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of __________________ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of ____Dollars ($________________), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. __________

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to ________________________
____
____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as CAMPUS PARK ASR WELL PIPELINE PHASE I PW 17-28.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and ______________________________
____
____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of __________________ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of ______________________________ ____Dollars ($______________________), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Public Hearing AGENDA ITEM NO.: 1

DATE: January 9, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Rio Manor Mutual Water Company Well Permit Request (5/5/10)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:
1. Hold a public hearing to consider the application from the Rio Manor Mutual Water Company well permit; and
2. If satisfied that the drilling of the well and the operation thereof will not deplete or contaminate the City's water supply, approve the application and grant a permit for the well, including any conditions for the permit as deemed appropriate by the City Council.

BACKGROUND

Rio Manor Mutual Water Company (Rio Manor) is a mutual water district located within the boundaries of the City of Oxnard (City). Rio Manor provides water service to customers who own property within its designated service area. Rio Manor relies exclusively on local groundwater as the sole source of supply to its customers. Rio Manor is the only mutual water company within City boundaries that supplies water from its own wells. Three other mutual water companies within the City boundary purchase water from United Water Conservation District (United) and have emergency backup wells.

Rio Manor groundwater is extracted from two wells that draw water from the Oxnard Forebay subbasin (Forebay). Because of prolonged dry hydrologic conditions, Rio Manor is no longer able to operate one of its water supply wells. Likewise, the historically low water level in the Forebay creates vulnerability for the remaining well in Rio Manor's system. In addition, the second well is at risk of failure due to its age.

The State Water Resources Control Board's Division of Drinking Water (DDW) expressed concern that the Rio Manor community (consisting of approximately 300 connections) will be exposed to a potential public health risk if Rio Manor does not replace the failed well or have a connection to an emergency water supply. If Rio Manor's existing well were to fail, it would create a water and pressure loss to the Rio Manor water supply system. As a result, the State would be required to issue a boil water alert to the Rio Manor customers. To this end, Rio Manor approached City staff with two requests: a connection for emergency water service in the event that both of Rio Manor's wells were to become inoperable and a well drilling permit to replace the failed well.

Although the City provides municipal water service to businesses and residences within and adjacent to the City, providing an emergency water supply connection to the Rio Manor system cannot be accomplished easily and in a timely manner. This is because Rio Manor currently uses disinfection chemicals that are not compatible with the disinfection chemicals used for the City water supply. Consequently, the blending of City and Rio Manor water has the potential to create strong taste, odor, and water quality problems. Additionally, Rio Manor would be required to have two connections to the City to avoid becoming a dead end system. Rio Manor has reported that it is not able to absorb the estimated cost of the two connections. Finally, Rio Manor could not use the connection long-term because of Calleguas's annexation requirements. Consequently, the City water supply would only be temporary, in the event that the Rio Manor needs an emergency supply. (Note that both Calleguas and Fox Canyon Groundwater Management Agency have agreed to permit a temporary water supply to Rio Manor for emergencies). Because of these issues, Rio Manor has rescinded the emergency water supply connection request and is now only seeking a well permit from the City.

City Code Section 22-101 prescribes the following requirements of an applicant requesting a well drilling permit:

- Payment of an application fee of $1,000;
- The design and specifications for the proposed well;
- A map showing the proposed well location(s);
- A statement detailing into which aquifer the applicant proposes to drill; and
- A statement acknowledging that aquifers affected are being replenished to the same extent as they are being depleted.

If all such requirements are met, Section 22-101 requires the City to mail notice of and hold a public hearing. The City Clerk mailed written notice to the applicant of the time and date of the public hearing. Additionally, notification was published in the Vida newspaper on December 28, 2017. Thus, the City must hold a public hearing.

At this hearing, the applicant and other interested parties may present sworn testimony pertaining to the application. The Council may continue the hearing to obtain additional information. The City Council then has two choices: 1) the Council may approve the application if the Council is satisfied that drilling of the well and the operation thereof will not deplete or contaminate the City's water supply; or 2) the Council may disapprove the application if the Council is not satisfied that drilling of the well and the operation thereof will not deplete or contaminate the City's water supply. Additionally, if the City Council grants a permit for the well, the Council may impose reasonable conditions on that permit to prevent depletion and contamination of the City's water supply and to protect the public health, safety and general welfare, including but not limited to a prohibition against operation of the well during periods when an overdraft of the aquifers exists.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

No financial impact to water utility fund.

ATTACHMENTS:

Attachment A: Rio Manor Application No 16-4881

CITY OF OXNARD
WELL/BOREHOLE PERMIT APPLICATION
214 SOUTH C STREET, OXNARD, CA 93030
PERMIT NO. 16-4881

NAME OF WELL OWNER	OWNER MAILING ADDRESS (STREET, CITY, ZIP)	
RIO MANOR MUTUAL WATER CO	135 W. MAGNOLIA AVE OXNARD CA 93030	
OWNER TELEPHONE NUMBER	**NAME OF WELL DRILLER**	**LICENSE NUMBER**
(805) 483-6312	PACIFIC COAST WELL DRILLING	57-9274000

I hereby agree to comply with all regulations pertaining to well construction, repair, modification and destruction. Within 30 days of completion of work, I will furnish the City of Oxnard Development Services Department with a complete and accurate log of the well. Any modification of this permit requires approval by the City Engineer. Call (805) 385-7925.

Applicant's Signature x Robert Eramo **Date:** 9/6/16

☐ Owner ☐ Driller ☒ Consultant (Firm & Phone No.) ROBERT'S ASSOCIATED WATER INC (805) 732-0495

Estimated Dates of Work: Start NOV 2016 Completion JAN 2017 Fax ( )

TYPE OF WORK (Check)		USE (Check)		EQUIPMENT (Check)		WELL	PROPOSED CASING	
Water Supply Well	☒	Public ☒ Domestic	☐	Air Rotary	☐	DEPTH	Steel - 304 STAINLESS	☒
Repair or Modification	☐	Agricultural	☐	Mud Rotary	☒	400	PVC	☐
Destruction	☐	LUFT Invest/Clean-up	☐	Hollow Stem	☐	Feet	Other______	☐
Monitoring (No.____)	☐	Assess/Leak Detect	☐	Cable Tool	☐	DIAMETER	Diameter 12"	☒
Borehole (No.____)	☐	Other ______	☐	Other______	☐	WELLBORE	Wall or Gage .250	☒
Other ______	☐					20" Inches		

PROPOSED SEALING ZONES(S)	SEALING MATERIAL (Check)		PERFORMATION OR SCREEN
From____to____Ft. with____	Neat Cement ☒	Bentonite Clay ☐	From 180 to 400 Ft.
From____to____Ft. with____	Cement Grout ☐	Concrete ☐	From____to____Ft.
From____to____Ft. with____	(10 Sack/Yd Mix)	(6 Sack/Yd Mix)	From____to____Ft.

LOCATION

INDICATE BELOW THE EXACT LOCATION OF WELL WITH RESPECT TO THE FOLLOWING ITEMS: PROPERTY LINES, WATER BODIES OR WATER COURSES, DRAINAGE PATTERN, ROADS, EXISTING WELLS, SEWERS AND PRIVATE SEWAGE DISPOSAL SYSTEMS, INCLUDE DIMENSIONS. LIST ASSESSOR'S PARCEL NUMBER, THOMAS BROS. GUIDE NUMBER, STATE WELL NO. & QUAD NO.

SITE ADDRESS: 151 ST. MARYS DRIVE OXNARD

SITE MAP ATTACHED ☒

STATE WELL NO.______ THOMAS BROS. GUIDE______

G:\FORMS\Civil Forms\Well Permit Application.xls 11/30/2009

Rio Mesa Mutual Water Company Boundary Map

FOX CANYON
GROUNDWATER MANAGEMENT AGENCY
A STATE OF CALIFORNIA WATER AGENCY
800 S. Victoria Avenue, Ventura, CA 93009-1610
Phone (805) 645-1372 or 654-2014 Fax 654-3350
Websites: http://fcgma.org or https://fcgmaonline.org

WATER WELL PERMIT APPLICATION

(NO-FEE REQUIRED)

GENERAL INFORMATION

Fox Canyon Groundwater Management Agency (FCGMA) Ordinance Code requires that before drilling a new water well within the boundaries of the FCGMA, a completed water well permit application must be submitted. THIS IS A *NO-FEE* PERMIT. In addition, a *FEE-BASED* Ventura County Watershed Protection District Water Well Permit must be approved and secured *prior* to any construction.

All groundwater extraction facilities within the boundaries of the Agency shall be registered with the Agency. All new extraction facilities constructed within the Agency Boundary shall obtain a no-fee permit from the Agency prior to the issuance of a Well Permit by the Ventura County Watershed Protection District. No extraction facility may be operated or otherwise utilized so as to extract groundwater within the boundaries of the Agency, or in the Expansion Area unless that facility is registered with the Agency, metered and permitted, if required and all extractions reported to the Agency as required.

Copies of the current FCGMA Ordinance Code and other pertinent information regarding the FCGMA can be obtained by calling *(805) 645-1372* or *(805) 654-2014* or by visiting our website at http://fcgma.org

INSTRUCTIONS

(Fill in the requested information and provide an Assessor's Parcel Map as described under item D.)

A. OWNERSHIP

Owner's Name: Rio Manor Mutual Water Company

Operator's Name (if different from Owner): ____________

Mailing Address: 135 W. Magnolia Ave, Oxnard CA 93030

Phone No(s): 805-483-6312 FAX No: ____________ Cell No: ____________

B. TYPE OF USE

If use of water is for irrigation, check box 1 and describe proposed crops and acreage. If water is for municipal, industrial or domestic uses, check box 2 and describe number of people served, etc.

1. ☐ Irrigation

List types of crops and corresponding acreage that will be irrigated:

Crop Type	Acreage

Describe irrigation system: list size and approximate length of pipelines and type of irrigation system, i.e., sprinkler, drip, furrow, etc.

____

2. ☒ **Municipal, Industrial or Domestic**
List number of people and/or number of housing units served. If industrial use is proposed, describe type of industrial use: 250 RESIDENTIAL, 10 COMMERCIAL

Describe water system: list size and length of pipelines, size of storage tanks, etc.: Existing 2 - 2000 hydro tanks, 2 wells (02N22W27L01 & 27K01) 6" and 8" watermain

C. **PROPOSED EXTRACTION**

Show calculations for anticipated annual pumping in acre-feet per year (AF/yr): TEA ALLOCATION OF 152.376 FOR 2016 and beyond for entire district

D. **LOCATION OF PROPOSED USE**

On a County Assessor's Parcel Map accurately plot and outline the location(s) of proposed groundwater use. Show location of proposed water well. Give dimensions of area(s) to be irrigated. Indicate crop type for each area. For M & I or other uses, show location of water distribution system, type of water use and location of structures to be served. Attach the Assessor's Parcel Map to this application. *(No permit applications will be approved without an adequate attached parcel map.)* APN: 142-0-041-155. All water produced will remain within service area of RIO MANOR MUTUAL. No Export of water is allowed

E. **APPLICANT'S SIGNATURE AND DATE**

Sign, date and submit this application to the Fox Canyon Groundwater Management Agency, c/o Watershed Protection District, Water and Environmental Resources Division, Groundwater Section, 800 South Victoria Avenue, L #1610, Ventura, CA 93009-1610.

Applicant's Signature: Robert Eranio Date ________

DISPOSITION OF FCGMA APPLICATION
(For office use only)

☐ Approved State Well No. ________
☐ Approved with conditions GMA Permit No. ________
☐ Denied County Permit No. ________

Conditions/Reason for Denial: ________

By: ________ Date ________

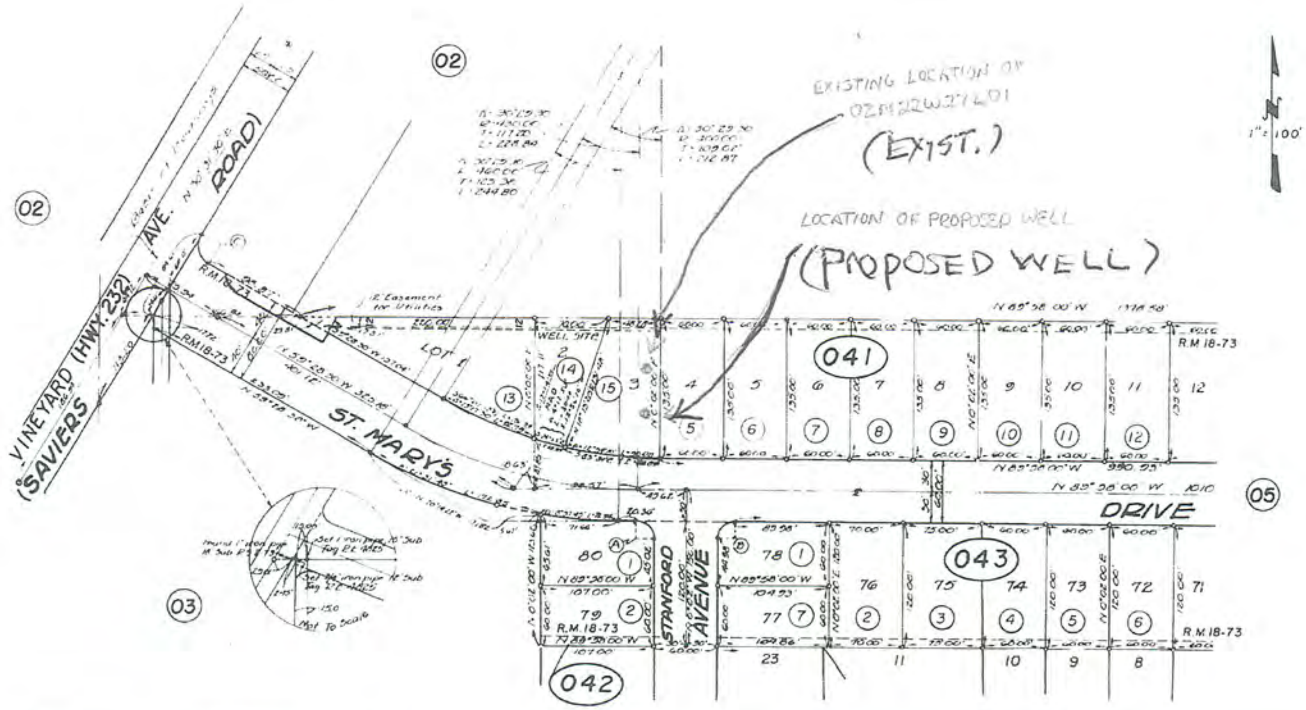
This application is a permit when signed by the FCGMA Executive Officer or his/her designated appointee.

________ Date ________
Jeff Pratt, P.E., FCGMA Executive Officer

POR. SUB. 21, RANCHO EL RIO DE SANTA CLARA O'LA COLONIA

Tax Rate Area
~~77001~~
03168

142–04



CURVE DATA				
Curve	Radius	Delta	Tangent	Length
A	15'	89°56'	14.98	23.54'
B	15'	90°04'	15.02	23.58
C	20'	90°00'	20.00'	31.42

07

CITY OF OXNARD
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

DRAWN		REVISED	3-12-2002
REDRAWN		CREATED	
INKED	PLOTTED	EFFECTIVE	ROLL

Compiled By Ventura County Assessor's Office

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

McMillan Manor No. 8, M.R. Bk.18, Pg.73


Existing 02N22W27L01
Propsed location of new well
151 St Marys Dr
feet 300
meters 90
Google earth

K.1.a

CITY OF OXNARD
WELL PERMIT APPLICATION
214 SOUTH C STREET, OXNARD, CA 93030

Permit No. 16-4881

CONDITIONS FOR NEW WATER WELLS:

X. Diameter of well borehole shall be at least 4 inches larger than outside diameter of casing, to the base of sealing.

X. (Neat Cement) (Cement Grout) (Concrete) annular sealing material shall be applied by means of a grout pipe places within 2 ft. of the base of the sealing zone from a depth of ________ ft. to ground surface.

X. A City Construction Services Inspector shall be present during placement of all sealing material. NOTE: 48-hour advance notice is required. Call (805) 797-0818, or ____________________________.

X. All work must be preformed by a well contractor licensed by the State of California, registered with the City of Oxnard, and having a current City Business License.

X. An Electric Log or Drilling Samples collected in 10 ft. intervals to a depth of _______ ft. shall be inspected by a Construction Services Inspector to determine sealing requirements. Call (805) 797-0818, or ____________________________.

X. A completed well log on a California Department of Water Resources (DWR) Drillers Report Form shall be submitted to the following agencies within 30 days of well completion.

MAIL TO:

1) City of Oxnard
Development Services Dept.
214 South C Street
Oxnard, CA 93030

2) Ventura County
Water Protection District
800 South Victoria Ave
Ventura, CA 93009-1600
Attn: Barbara Council

3) United Water Conservation District
106 North 8th Street
Santa Paul, CA 93060
Attn: Dan Detmer

OTHER CONDITIONS:
1ST - OBTAIN WRITTEN APPROVAL from "FOX CANYON GROUNDWATER MANAGEMENT"
2ND - obtain written APPROVAL City WATER DEPT. (CONTACT: OMAR CASTRO, 385-8139, FEES/CITY COUNCIL APPROVAL MAY BE REQUIRED)
3RD - OBTAIN WELL PERMIT/PAY FEES TO DEVELOPMENT SERVICES. CONTACT:
Development Services, Engineering GEORGE ROBERTS (805) 385-7890.
NOTE: THE COUNTY MAY HAVE ADDITIONAL Requirements for Well ABANDONMENT.

G:Forms\Well Permit App Pg 2 Revised 02/10/2010 GR:ND

George W Roberts

CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

CITY OF OXNARD CALIFORNIA

DATE: January 9, 2018

TO: Successor Agency

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Disposition of Successor Agency Owned Property - 740 South B Street (5/15/15)

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

RECOMMENDATION:

That the Successor Agency:

1. Adopt a Resolution entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and, Michelle and Greg Kenney, as Buyer, with regard to real property located at 740 South B Street".
2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.
4. Approve option 2 under redevelopment dissolution law whereby net proceeds from the sale of the Property be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated 19.6% of any sales proceeds).

BACKGROUND

The dissolution of redevelopment in California entails the inter-related involvement of the Oxnard Community Development Commission Successor Agency (the "Successor Agency"), the Oversight Board of the Oxnard Community Development Commission Successor Agency (the "Oversight Board"), and the City of Oxnard (the "City") in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission (the "CDC"). Among those steps is the process by which real property interests of the former CDC are terminated and made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the Successor Agency has formulated a Long Range Property Management Plan (the "LRPMP") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "DOF") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

The redevelopment of Heritage Square dates back to 1991 and entails the assemblage of 14 buildings (from other locations) possessing cultural and architectural significance that celebrate the heritage of Oxnard.

The Heritage Square project was undertaken with the visionary purpose of preserving the past, creating a centerpiece by which showcase the value of redevelopment and serving as a catalyst for further commercial and residential revitalization of Downtown.

From the outset, Heritage Square was envisioned as a public-private partnership. At the inception, eight of the fourteen structures that occupy the site were held by the former CDC, while the remaining six were held by private parties. The combined assets are managed under a Heritage Square Property Owners Association (the "HSPOA").

By design, Heritage Square has become a gathering place for the community and visitors. The entire site was laid out to attract residents and visitors as a destination venue; throughout each summer, the City sponsors a free family-oriented Concert Series to bring vitality to Downtown; and periodic community events are conducted on the premises in coordination with the HSPOA and the City.

740 South B Street, located within Heritage Square, is a well-planned commercial mixed use redevelopment project in the Downtown area of Oxnard. The property is locally known as McGrath House. The structure was constructed in 1901 and relocated to Heritage Square and renovated in 1991. The subject was then converted to a single user, two-story office building with a basement. The turn of the century ranch home has fire places and outdoor patio areas. As of 2008, the property has been used as a restaurant and currently is occupied by La Dolce Vita di Mare, an Italian restaurant owned and operated by Greg and Michelle Kenney.

On July 15, 2016, 740 South B Street was appraised by David D. Kimura, MAI Real Estate Appraiser and Consultant, at $790,000. The $790,000 indicated the value of the property at its highest and best use and was also based on the condition of the property. In the fall of 2016, the Successor Agency directed Staff to place the McGrath House on the market and to condition the sale of the property to reserve no less than 1,400 square feet of the building for restaurant use. The Successor Agency wanted to preserve the Square's ability to have a restaurant on the premises to attract visitors and to service the Downtown business community.

The Kenneys maintained their interest in purchasing the building for the continued operations of their restaurant that has been in the McGrath House for nearly 10 years. The Kenney's submitted an offer to the Successor Agency in the amount of $475,000 based on what they felt to be a fair price, based on the condition of the property. The Kenney's sought out the services of three contractors to provide the Successor Agency with a list of repairs that needed to be made to the property. The lowest repair estimate was for approximately $247,469.

740 South B Street Offers

In April of 2017, the Successor Agency contracted with Buenger Commercial Real Estate, Inc. ("Buenger CRE"), to list, market and assist with the disposition of the McGrath House. The Kenneys submitted an offer to the Successor Agency on August 9, 2017. There were a series of counter offers between the Kenney's and the Successor Agency. During the course of negotiating with the Kenneys, Successor Agency Staff asked Buenger CRE to continue to promote and market the property. On September 21, 2017 a second buyer placed an offer on the property by the name of Garcia, Barajas, Inc.

In mid-November, 2017, Staff requested Buenger CRE to solicit final and best offers on the McGrath House, with December 1, 2017 being the deadline to submit an offer. There were two separate parties that submitted offers by the deadline, the Kenneys and Garcia, Barajas, Inc.

The Successor Agency has asked Staff to prepare a purchase agreement between the Successor Agency and the Kenneys for the Agency's consideration. The follow are the terms conditions of the proposed Agreement:

* The buyer as the current tenant of the building has been charged a penalty of $56,188.99 by landlord, and is also being charged a "hold-over" penalty rental rate, since the lease has terminated.

* Therefore the acceptance of this offer by the Successor Agency will result in all previously unpaid hold-over rents to be written off to a zero balance. The balance of those rents and charges as of today is approximately as follows:

* $56,188.99 Penalty

* $60,950.78 Difference of hold-over rent at $10,756.02 monthly, versus the rental agreement $3,585.34 monthly, for December 16, 2016 through August of 2017.

* $117,139.80 Total as of August 1, 2017, without additional penalties or interest

* Buyer agrees to pay as a settlement for all disputed rents, penalties and fees, the amount of $56,188.99 to the Seller concurrent with close of escrow.

* Buyer will continue to pay monthly rent to the Successor Agency in the previously agreed to rate of $3,585.34, with no additional penalties or interest charged (provided payments are made within terms), until the close of escrow and transfer of ownership of the property.

* Property is to be delivered as-is.

* Deed restriction of Restaurant Use requirement can only be removed by the Oxnard City Council.

* The buyer will not have exclusive catering rights at Heritage Square.

* The buyer will covenant to comply with all HOA requirements/directives/repairs, on or before 12 months from the close of escrow date.

* The purchase agreement and any acceptance thereto, is contingent on approval by the Oversight Board of the Successor Agency, and the DOF.

* The buyer consents to assign its voting rights in the Owner's Association, to the City of Oxnard for the initial Three (3) years immediately following close of escrow, and transfer of ownership of the property. Owner's Association voting rights will transfer back to the buyer immediately following the initial Three (3) year period, and buyer will retain voting rights for the duration of ownership of the property.

ENVIRONMENTAL IMPACT

The transfer of title from one entity to another does not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

FINANCIAL IMPACT

Per redevelopment dissolution law, net proceeds from the sale of the Property would be either (i) retained by the Successor Agency, reducing on a dollar-for-dollar basis the amount of new funding (RPTTF) to be requested by the Successor Agency for enforceable obligations in a successive ROPS period, or (ii) transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated 19.6% of

any sales proceeds). If the City elects option 2, the City could potential received the City's share of approximately $93,100 in residual distribution from the County.
STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.
Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.
Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
Objective 2b. Improve relationships and communication between the City and the business community.
Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.
Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.
Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

ATTACHMENTS:

Attachment #1 - Agreement No. A-8045 - Standard Offer, Agreement & Escrow Instructions

Attachment #2 - Successor Agency Resolution - 740 South B St.

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

AIR Commercial Real Estate Association

December 18, 2017
(Date for Reference Purposes)

1. Buyer.

1.1 Michelle and Greg Kenney,or Assignee , ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close 30 or 45 days after the waiver or expiration of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Chicago Title, attn: Pam Dolin ("**Escrow Holder**") whose address is 500 E Esplanade Drive, Suite 102, Oxnard, Ca 93036 , Phone No. 805/477-5225 , Facsimile No. 805/477-5296 upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) The McGrath House in Heritage Square

is located in the City of Oxnard , County of Ventura , State of California , is commonly known by the street address of 740 South B Street

and is legally described as:

(APN: 202-0-144-270).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and All equipment and items inside building (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☐ ownership will be determined during Escrow, or ☑ there is no fire sprinkler monitor.

~~2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and all of which shall be removed by Seller prior to Closing.~~

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be $475,000.00 , payable as follows:

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $71,250.00

(*Strike if not*

applicable) (b) Amount of "New Loan" as defined in paragraph 5.1, if any: $403,750.00

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):~~

~~(i) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:~~ ~~$~~

~~Said First Note is payable at $ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).~~

~~*(Strike if not applicable)*~~

~~(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:~~ ~~$~~

~~Said Second Note is payable at $ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).~~

~~*(Strike if not applicable)*~~ ~~(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:~~ $

Total Purchase Price: $475,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of $________, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or ____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☑ within 2 or 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $14,250.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of $N/A to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (k) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of $N/A to be applied to the Purchase Price at the Closing.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is ________. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

5. Financing Contingency. *(Strike if not applicable)*

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least 85 % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("**New Loan**") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. **If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within 90 days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.**

5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

~~**6. Seller Financing** (Purchase Money Note). *(Strike if not applicable)*~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of % per annum, with principal and interest paid as follows:~~

INITIALS

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INITIALS

~~The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) *Prepayment.* Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) *Late Charge.* A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("**Brokers**") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ ______________________________ represents Seller exclusively ("**Seller's Broker**");

☐ ______________________________ represents Buyer exclusively ("**Buyer's Broker**"); or

☑ Buenger Commercial Real Estate, Inc. represents both Seller and Buyer ("**Dual Agency**").

The Parties acknowledge that Brokers are the procuring cause of this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT**. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("**AIR**") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or 14 days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has 10 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has 30 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has 30 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals*. Buyer has 30 or ________ days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or ________ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has 30 or ________ days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or 14 days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 or 14 days of the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 or 14 days of the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or ________ days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary**~~

~~**Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or ________ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _______ days of the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _______ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 or ________ days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or ________ days of the Date of Agreement.

(n) *Destruction, Damage or Loss*. There shall not have occurred prior to the Closing, a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the

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Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

~~(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.~~

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

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(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

~~**13. Possession.**~~

~~Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.~~

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile transmission.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. Communications transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard on the date of June 30, 2018, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. <u>(This Liquidated Damages paragraph is applicable only if initialed by both Parties)</u>.

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS

AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$14,250.00 **. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.**

________ ***Buyer Initials*** ________ ***Seller Initials***

22. ARBITRATION OF DISPUTES. *(This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)*

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**COMMERCIAL RULES**"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

________ ***Buyer Initials*** ________ ***Seller Initials***

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

~~23.5 **Waiver of Jury Trial.** **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**~~

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information:* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26 Additional Provisions:

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum consisting of paragraphs 28 through 34. (If there are no additional provisions write "NONE".)

Buyer is the current tenant of the building, and has been operating the La Dolce Vita restaurant in this location for the past 11 years. Buyer is aware of the significant amount of deferred maintenance on the building, and has procured competitive bids from licensed General contractors to bring the building back to a serviceable and professional condition. The bids for the scope of repairs are approximately $250,000 and up. The areas that need repair include dry rot, termite damage, roof replacement, exterior painting, porch rebuild, window and door rebuild, sump pump and cracked sewer line under basement, HVAC equipment replacement, and much more. The buyer is prepared to take possession of the property in as-is condition with no "request for repairs" credit.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:
1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER:

Buenger Commercial Real Estate, Inc.

Attn: F. Steven Buenger
Title: President
Address: 3600 S Harbor Blvd
Oxnard, Ca 93035
Telephone:(805) 985-1007
Facsimile:(805) 830-1554
Email:steve@buengerinc.com
Federal ID No. 33-1047959

Broker/Agent BRE License #: 01383195/01378022

BUYER:

Michelle and Greg Kenney, or Assignee

DocuSigned by:
By: Michelle Kenney
55F6E13620E440B...
Date: 12/18/2017
Name Printed: Michelle Kenney
Title: Buyer
Telephone:(805) 377-3860
Facsimile:(___)
Email: ladolcevitaheritagesquare@gmail.com

DocuSigned by:
By: Greg Kenney
CDF117FB6F314...
Date: 12/18/2017
Name Printed: Greg Kenney
Title: Buyer
Address: 4950 Dunes Circle
Oxnard, Ca 93035
Telephone:(___)
Facsimile:(___)
Email:
Federal ID No.

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement. In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum *per separate written agreement* ~~equal to ________ % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker ________ % and Buyer's Broker ________ %.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

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BROKER:

Buenger Commercial Real Estate, Inc.

Attn: F. Steven Buenger
Title: President
Address: 3600 S Harbor Blvd
Oxnard, Ca 93035
Telephone:(805) 985-1007
Facsimile:(805) 830-1554
Email: steve@buengerinc.com
Federal ID No.: 33-1047959

Broker/Agent BRE License #: 01383195/01378022

SELLER:

Oxnard Community Development Commission
Successor Agency

By: ___
Date: ___
Name Printed: ___
Title: ___
Telephone:( ) ___
Facsimile:( ) ___
Email: ___

By: ___
Date: ___
Name Printed: ___
Title: ___
Address: ___
___
Telephone:( ) ___
Facsimile:( ) ___
Email: ___
Federal ID No.: ___

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

28. Subject property is within the previous RDA, and Buyer is aware that Seller will need to obtain various levels of approval on the sale, which include the local Oversight Committee and California Department of Finance approval. It is anticipated that this approval will take more time than customary for a typical commercial purchase transaction. Buyer is prepared to cooperate with Seller in extending the escrow period if additional time is needed to obtain the approvals.

29. Additionally, the buyer as the current tenant of the building has been charged a penalty of $56,188.99 by landlord, and is also being charged a "hold-over" penalty rental rate, since the lease has gone to a month-to-month basis. The buyer maintains that they expended best efforts last fall in order to comply with the city's requirements, and that they do not owe this to the landlord.
Therefore the acceptance of this offer by the city, will result in all previously billed hold-over rents to be written off to a zero balance. The balance of those rents and charges as of today is approximately as follows:
$56,188.99 Penalty
$60,950.78 Difference of hold-over rent at $10,756.02 monthly, versus the rental agreement at $3,585.34 monthly, for December 16, 2016 through August of 2017.
$117,139.80 Total as of August 1, 2017, without additional penalties or interest

Buyer agrees to pay as a settlement for all disputed rents, penalties and fees, the amount of $56,188.99 to the Seller concurrent with close of escrow. Seller agrees that the payment of this amount will represent payment in full for all outstanding fees, penalties, hold-over rents, etc. previously billed by the Successor agency, and disputed amounts between the parties.

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Buyer will continue to pay monthly rent to the Successor Agency in the previoulsy agreed to rate of $3,585.34, with no additional penalties or interest charged (provided payments are made within terms), until the close of escrow and transfer of ownership of the property.

30. Property is to be delivered as-is, with no request for repairs or other items to be requested by buyer, not agreed to by seller.

31. Deed restriction of Restaurant Use requirement to be placed on the deed that can only be removed by the Oxnard City Council.

32. The buyer will covenant to comply with all HOA requirements/directives/repairs, on or before 12 months from the close of escrow date. This term is subject to any requirements/deadlines from the HOA, which may be shorter than the amount of time allowed by the Successor agency.

33. The purchase agreement and any acceptance thereto, is contingent on approval by the Oversight Board of the Successor Agency, and the California Department of Finance.

34. The buyer consents to assign it's voting rights in the Owner's Association, to the City of Oxnard for the initial Three (3) years immediately following close of escrow, and transfer of ownership of the property. Owner's Association voting rights will transfer back to the buyer immediately following the initial Three (3) year period, and buyer will retain voting rights for the duration of ownership of the property.

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (NON-RESIDENTIAL), BY AND BETWEEN THE SUCCESSOR AGENCY, AS SELLER, AND MICHELLE AND GREG KENNEY, AS BUYER, WITH REGARD TO REAL PROPERTY LOCATED AT 740 SOUTH B STREET

WHEREAS, the Oxnard Community Development Commission (the "**Former CDC**") was a redevelopment agency in the City of Oxnard (the "**City**"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "**Redevelopment Law**"); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("**Part 1.85**") to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the “oversight board”. The oversight board has been established for the Successor Agency (hereinafter referred to as the “**Oversight Board**”), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan (“**LRPMP**”) to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the “**DOF**”) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is an approximate 4,181 square foot building located at 740 South B Street (the “**Property**”); and

WHEREAS, in March 2017, the Successor Agency retained the services of Buenger Commercial Real Estate, Inc., to market the Property for sale; and

WHEREAS, the City desires to purchase the Property to strengthen the downtown area of the City by owning and advocating for the Property and by aiding in future economic activities and tourism for the historic community in which the Property is located; and

WHEREAS, the Successor Agency has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and Michelle and Greg Kenney, as Buyer, with regard to the Property (the “**Agreement**”); and

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

WHEREAS, approval of the Agreement will facilitate the requirement per AB 26, the “Dissolution of Redevelopment” bill in winding down the affairs of the Former CDC; and

WHEREAS, the Successor Agency has determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency Board has received and heard all oral and written objections to the proposed Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Successor Agency hereby approves, and recommends to its Oversight Board approval of, the Agreement, substantially in the form attached to the January 9, 2018 Successor Agency staff report, Agenda Item No. 1950.

Section 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel.

Section 5. The Successor Agency Board hereby authorizes and directs the Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Section 6. The Successor Agency hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the ______ day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Chairperson

ATTEST:

____
Michelle Ascencion, Successor Agency Secretary

APPROVED AS TO FORM:

____
Todd C. Mooney, Successor Agency Special Counsel

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	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

DATE: January 9, 2018

TO: Successor Agency

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Approval of Request for Final and Conclusive Determination, RiverPark Owner Participation Agreement (5/5/5)

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

RECOMMENDATION:

That the Oxnard Community Development Commission Successor Agency (the "Successor Agency") adopt the resolution titled "Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency Approving, and Recommending to its Oversight Board Approval of, a Request that the California Department of Finance Make a Final and Conclusive Determination Concerning the Riverpark Owner Participation Agreement, Consenting to the Assignment of OPA Payments to Piper Jaffray & Co. and Authorizing the Execution of an Estoppel Certificate."

SUMMARY

The RiverPark Owner Participation Agreement. The former Oxnard Community Development Commission (the "Former Agency") entered into an Owner Participation Agreement, dated as of June 12, 2001 (as amended from time to time, the "Amended OPA"). Under the Amended OPA, Riverpark A, L.L.C., a Delaware limited liability company (the "Original Participant") was to develop various improvements, including various housing, movie theatre, and retail improvements, which are now commonly known as "RiverPark". In consideration of the Original Participant's construction of various public infrastructure improvements and housing improvements, the Amended OPA requires the Former Agency (and now the Successor Agency) to make payments to the Original Participant, its successors and assigns (the "Participant"). The payments to the Participant are calculated as a percentage of the annual property tax revenues generated by the RiverPark properties. Since fiscal year 2009-10, the Former Agency and the Successor Agency have made annual payments to the Participant, calculated pursuant to the Amended OPA.

In accordance with the ROPS process that pertains to dissolved redevelopment agencies, all payments must be approved by the Successor Agency, then the Oversight Board to the Oxnard Community Development Commission Successor Agency (the "Oversight Board"), acting through its Board of Directors, and then by the California Department of Finance (the "DOF"). As set forth in the accompanying materials, such Participant payments have been consistently approved by each of the Successor Agency, the Oversight Board and the DOF.

OPA Payment Obligation. As described in more detail in the attached Final and Conclusive Determination Request (see Attachment #2), the Participant expended more than $30 Million in verified public improvement construction costs and had a verified affordable housing "feasibility gap" of nearly $17 Million. The Amended OPA imposes the following significant limitation on the payments to the Participant: the total of all Public Improvements Reimbursements (defined in the Amended OPA) paid from time to time to Participant shall not exceed a net present value aggregate total amount of $10 Million, and the total of all Eligible Housing Payments (defined in the Amended OPA) paid from time to time to the Participant shall not exceed a net present value aggregate total amount equal to $4.25 Million. As required by the Amended OPA, the net present value of these payments must be calculated from the date of each payment back to August 25, 2006, using a discount rate of 8%.

As of November 15, 2016, the maximum amount payable to the Participant under the Amended OPA was $39,267,878, comprised of $24,918,800 gross dollars outstanding for the Public Improvement Reimbursement payments (based on a Public Improvement Verification identifying $30,672,170 in eligible reimbursements to the Participant less actual payments of $5,753,370); and $14,349,078 gross dollars outstanding for the Eligible Housing Payments (based on a total feasibility gap for affordable housing of $16,899,033 less actual payments of $2,549,955). The payment amounts for fiscal year 2016-17 have been determined to be $1,033,768 for the Public Improvements Reimbursement and $453,764 for the Eligible Housing Payments.

As noted above, the outstanding payments are required to be subject to a net present value calculation using an 8% discount rate, which results in an outstanding eligibility of $6,660,216 net present value for the Public Improvement Reimbursement payments and $2,756,653 net present value for the Eligible Housing Payments, as of November 15, 2016.

Participant Request to Assign the OPA Payments. The Participant, which has performed under the Amended OPA, has an opportunity to sell its right to receive payment under the Amended OPA to Piper Jaffray & Co. (the "New Payee") in exchange for a cash payment from the New Payee. If this transaction occurs, then the New Payee will step into the shoes of the Participant under the Amended OPA solely for the purpose of receiving the OPA payments; approval of the Final and Conclusive Determination would not affect any executory obligations of the Participant under the Amended OPA.

The Participant has indicated that in order for the assignment by the Participant to the New Payee to be accomplished, it is essential that (i) the Successor Agency approve and obtain Oversight Board and DOF approval of a Final and Conclusive Determination Request regarding the payments to continue to be made under the Amended OPA, and (ii) the Successor Agency execute and deliver to the Participant and the New Payee an estoppel certificate and consent substantially in the form of Attachment #3 hereto (the "Estoppel Certificate"), which Estoppel Certificate would confirm various facts relating to the Amended OPA and would signify consent to the assignment of payments thereunder to the New Payee.

Following the Successor Agency's approval of the Resolution (Attachment #1), staff would first bring the Final and Conclusive Determination Request to the Oversight Board for approval and thereafter, would submit such Request to the DOF. The DOF would have 100 days to review such request.

NOTE: The attachments to the Resolution and Estoppel Certificate are not included in the agenda packets due to size (475 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 Successor Agency hereby determines that approval of the attached resolution does not trigger environmental review insofar as no impact to the environment would occur as a result of such action.

FINANCIAL IMPACT

The approval of the request for Final and Conclusive Determination would not have any negative economic consequences to the Successor Agency, taxing agencies or the City. Approval of the Final and Conclusive Determination Request by the DOF would ensure that payments would continue to be made under the Amended OPA, and that there would be greater certainty for the Participant and the New Payee, as well as the Successor Agency. The achievement of a Final and Conclusive Determination could reduce potential future costs associated with interpretations and correspondence concerning the application of the Amended OPA.

ATTACHMENTS:

Attachment #1: Resolution

Attachment #2: Final and Conclusive Notice of Determination

Attachment #3: Estoppel

RESOLUTION NO. ____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, A REQUEST THAT THE CALIFORNIA DEPARTMENT OF FINANCE MAKE A FINAL AND CONCLUSIVE DETERMINATION CONCERNING THE RIVERPARK OWNER PARTICIPATION AGREEMENT, CONSENTING TO THE ASSIGNMENT OF OPA PAYMENTS TO PIPER JAFFRAY & CO. AND AUTHORIZING THE EXECUTION OF AN ESTOPPEL CERTIFICATE

WHEREAS, the Oxnard Community Development Commission (the "**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 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 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 CDC upon the dissolution of the CDC under AB 26 (the "**Successor Agency**"); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 ("**AB 1484**"). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "**Oversight Board**"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, the CDC and Riverpark A, L.L.C., a Delaware limited liability company (the "Original Participant") entered into an agreement entitled "Owner Participation Agreement" dated as of June 12, 2001 (the "Original OPA"). The Original OPA was subsequently amended from time to time (as so amended, the "Amended OPA"). The Amended OPA required that the Original Participant, its successors and assigns (together, the "Participant") undertake substantial public improvements; the Amended OPA also obligated the CDC to make payments to the Participant based upon costs incurred for public improvements. The Participant effected substantial improvements as provided under the Amended OPA, and the Successor Agency, as successor to the CDC, has made various payments to the Participant, with the concurrence and approval of the Oversight Board and the California Department of Finance (the "**DOF**") as described in the accompanying staff report; and

WHEREAS, the Participant has indicated that it has an opportunity to assign its rights to payment to Piper Jaffray & Co. (the "**New Payee**"). The Participant has indicated that in order for the assignment by the Participant to the New Payee to be accomplished, it is essential that (i) the Successor Agency approve and obtain Oversight Board and DOF approval of a Final and Conclusive Determination Request in the form submitted as Attachment No. 1 hereto (the "**Request for Final and Conclusive Determination**") regarding the payments to continue to be made under the Amended OPA, and (ii) the Successor Agency execute and deliver to the Participant and the New Payee an estoppel certificate and consent substantially in the form of Attachment No. 2 hereto (the "**Estoppel Certificate**"); and

WHEREAS, the approval of the Request for Final and Conclusive Determination and the Estoppel Certificate would further the interests of the Successor Agency and other taxing entities, as well as the interests of the Participant, by accomplishing a greater level of certainty and efficiency concerning the making of payments required under the Amended OPA; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq*., hereafter the "**Guidelines**"), and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Directors of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency Board has received and heard all oral and written objections to the approval of the Request for Final and Conclusive Determination and the Estoppel Certificate and to other matters pertaining to the actions proposed herein, and that all such oral and written objections are hereby overruled.

Section 3. The Successor Agency Board hereby approves, and recommends to its Oversight Board the approval of, the Request for Final and Conclusive Determination. The Successor Agency Board hereby directs the Executive Director of the Successor Agency to submit the Request for Final and Conclusive Determination to the DOF in accordance with the Dissolution Act, upon approval by the Oversight Board. The Successor Agency Board further approves and authorizes and directs its Executive Director to execute the Estoppel Certificate subject to approval by the Oversight Board of a Request for Final and Conclusive Determination.

Section 4. The Successor Agency hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 5. The Successor Agency hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 6. 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 7. 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 Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, 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 8. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the Board of Directors of the Oxnard Community Development Commission Successor Agency at its meeting held on the ____ day of _____________, 201_, by the following vote:

AYES:

PASSED, APPROVED AND ADOPTED, by the Board of Directors of the Oxnard Community Development Commission Successor Agency at its meeting held on the ____ day of ____________, 201_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Executive Director

ATTEST:

____
Michelle Ascencion, Secretary

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

Todd C. Mooney
____
Todd C. Mooney

FINAL AND CONCLUSIVE DETERMINATION REQUEST FORM

Instructions: Please fill out this form in its entirety to request Finance to provide a final and conclusive determination on an approved enforceable obligation. Additional supporting documents may be included with the submittal of this form as justification related to the enforceable obligation, including documents that may have been previously submitted. Upon completion, email a PDF version of this document (including any attachments) to:

Redevelopment_Administration@dof.ca.gov

The subject line should state "[Agency Name] Final and Conclusive Determination Request". Finance will contact the requesting agency upon receipt for any additional information that may be necessary. Questions related to final and conclusive determination process should be directed to (916) 445-1546 or by email to Redevelopment_Administration@dof.ca.gov.

Health and Safety Code (HSC) section 34177.5 (i), allows a Successor Agency to request the Department of Finance (Finance) to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule (ROPS) is final and conclusive, and reflects Finance's approval of subsequent payments made pursuant to the enforceable obligation.

GENERAL INFORMATION:

Agency Name: Oxnard Community Development Commission Successor Agency

ROPS Period: The obligation to which this request relates was approved on each of the Recognized Obligation Payment Schedules submitted by the Successor Agency.

Date of Finance's Determination/Approval Letters: March 19, 2017, May 17, 2016, April 14, 2016, November 18, 2015, May 27, 2015 (two letters), April 17, 2015, December 17, 2014, November 19, 2014, May 16, 2014, April 14, 2014, November 14, 2013, May 17, 2013, April 14, 2013, December 18, 2012, October 14, 2012, and May 25, 2012

DETAIL OF REQUEST

Summary of Enforceable Obligation:

ROPS Line Number: 24, 40

Project Name: Riverpark Owner Participation Agreement

Contract/Agreement Execution and Termination Date: Original agreement (Owner Participation Agreement) executed June 12, 2001; amended various times as described below under the heading "Justification"; Termination Date: For purposes of the Public Improvement Reimbursement and Eligible Housing Payments, the "Reimbursement Term" ends on August 25, 2036. The Agency is required to make payments to satisfy the former Oxnard Community Development Commission's obligation under the Owner Participation Agreement, as amended (the "Amended OPA", as further described below under the heading "Summary of Request") until the underlying obligation is satisfied or the Reimbursement Term expires.

Payee: Riverpark A, L.L.C. as the original obligee under the Amended OPA and its successors and assignees (collectively, "Participant").

Funding Source: Redevelopment Property Tax Trust Fund ("RPTTF") (to the extent that Other Funds of the Successor Agency are not available).

Total Outstanding Debt or Obligation:

Public Improvement Reimbursement: The Participant is eligible to receive reimbursement for its verified, actual public improvement construction costs of $30,672,170 (as confirmed by the former Oxnard Community Development Commission governing board). Pursuant to the OPA, the actual payments to Participant are subject to a limitation set forth in Section 203.A of the OPA, as modified by the Second Amendment (defined below), that the total of all Public Improvements Reimbursements paid from time to time to Participant shall not exceed a "net present value aggregate total amount of Ten Million Dollars ($10,000,000)" calculated from the date of each payment back to the Commencement Date (confirmed in the MOU [defined below] to be August 25, 2006) using a discount rate of eight percent (8%). As of November 15, 2016, the Participant has received Public Improvement Reimbursement payments in the cumulative amount of $5,753,370. Thus, the Participant is eligible to receive up to $24,918,800 in additional Public Improvement Reimbursement payments, subject to the net present value restriction described in the OPA.

Eligible Housing Payments: As confirmed in the MOU, the Participant is eligible to receive reimbursement for its verified affordable housing feasibility gap of $16,899,033. Pursuant to the OPA, the actual payments to Participant are subject to a limitation set forth in Section 203.B of the OPA, as modified by the Second Amendment, that the total of all Eligible Housing Payments paid from time to time to Participant shall not exceed a "net present value aggregate total amount equal to (i) Four Million Two Hundred Fifty Thousand Dollars ($4,250,000), less (ii) the Tax Credit Adjustment." The net present value amount is calculated from the date of each payment back to the Commencement Date (confirmed in the MOU to be August 25, 2006) using a discount rate of eight percent (8%). As of November 15, 2016, the Participant has received Eligible Housing Payments in the cumulative amount of $2,549,955. Thus, the Participant is eligible to receive up to $14,349,078 in additional Eligible Housing Payments, subject to the net present value restriction described in the OPA.

The current Recognized Obligation Payment Schedule reflects a total outstanding amount owing to Participant of $5,860,684 for Public Improvement Reimbursements (see Item 40) and $2,401,811 for Eligible Housing Payments (see Item 24). These amounts are incorrect. These dollar amounts were derived by subtracting the amount of actual payments made to the Participant over time (without applying the net present value calculation) from the not-to-exceed net present value figures set forth above ($10 million with respect to Public Improvement Reimbursements and $4.25 million with respect to Eligible Housing Payments). The Successor Agency anticipates correcting this in the Recognized Obligation Payment Schedule for Fiscal year 2018-19.

Total Due During Fiscal Year: ROPS 17-18 provides that $1,452,750 was estimated to be due during the July 1, 2017 to June 30, 2018 period ($1,002,750 estimated for the Public Improvement Reimbursement and $450,000 estimated for the Eligible Housing Payments). The Successor Agency and Participant have determined the actual amounts due during the July 1, 2017 to June 30, 2018 period, as determined by the Successor Agency based on the fiscal year 2016-17 assessed valuations for the project, to be $1,033,768 for the Public Improvement Reimbursement and $453,764 for the Eligible Housing Payments.

Annual Total: See above.

SUMMARY OF REQUEST

The Successor Agency to the Oxnard Community Development Commission ("Successor Agency") requests that the Department of Finance ("Finance") issue a final and conclusive determination that Items #24 and #40 on the Successor Agency's ROPS 17-18 schedule is an enforceable obligation (the "FCD"). The item consists of the obligations of the Successor Agency, as successor to the former Oxnard Community Development Commission ("Successor Agency Agreement Obligations"), under the obligation evidenced by "Amended OPA", as defined below, and, particularly, Sections 202 and 203 of the Amended OPA (and specifically, as amended by the Second Amendment, defined below).

The original Owner Participation Agreement ("Original OPA"; see Attachment No. 1 hereto) dated as of June 12, 2001, was entered into between the Oxnard Community Development Commission ("Former Agency") and Riverpark A, L.L.C., a Delaware limited liability company. The Original OPA was amended several times, as follows:

(i) a First Amendment to Owner Participation Agreement dated as of November 19, 2002 (the "First Amendment"; see Attachment No. 2 hereto);

(ii) a Second Amendment to Owner Participation Agreement dated as of December 14, 2004 (the "Second Amendment"; see Attachment No. 3 hereto);

(iii) a Third Amendment to Owner Participation Agreement dated as of August 7, 2007 (the "Third Amendment"; see Attachment No. 4 hereto);

(iv) a Fourth Amendment to Owner Participation Agreement dated as of November 20, 2007 (the "Fourth Amendment"; see Attachment No. 5 hereto);

(v) a Fifth Amendment to Owner Participation Agreement dated as of May 18, 2010 (the "Fifth Amendment"; see Attachment No. 6 hereto);

(vi) a Sixth Amendment to Owner Participation Agreement dated as of October 20, 2015 (the "Sixth Amendment, see Attachment No. 7 hereto); and

(vii) a Memorandum of Understanding to Owner Participation Agreement (RiverPark) dated as of September 28, 2010 (the "MOU"; see Attachment No. 8 hereto).

The Original OPA as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the MOU constitutes the "Amended OPA." Under the Amended OPA, the Former Agency was obligated to make payments to the Participant. As of November 15, 2016, the maximum amount payable to the Participant under the Amended OPA was $39,267,878, comprised of $24,918,800 gross dollars outstanding for the Public Improvement Reimbursement payments (based on a Public Improvement Verification identifying $30,672,170 in eligible reimbursements to the Participant less actual payments of $5,753,370); and $14,349,078 gross dollars outstanding for the Eligible Housing Payments (based on a total feasibility gap for affordable housing of $16,899,033 less actual payments of $2,549,955). As noted above, the payment amounts for fiscal year 2016-17 have been determined to be $1,033,768 for the Public Improvements Reimbursement and $453,764 for the Eligible Housing Payments. Once these payments have been made the remaining amount of Public Improvement Reimbursement payments the Participant will be eligible to receive will be $23,885,032 and the remaining amount of Eligible Housing Payments the Participant will be eligible to receive will be $13,895,314.

The outstanding payments are subject to a net present value calculation using an 8% discount rate, which results in an outstanding eligibility of $6,660,216 net present value for the Public Improvement Reimbursement payments and $2,756,653 net present value for the Eligible Housing Payments, as of November 15, 2016. Upon payment to the Participant of the amounts due in fiscal year 2016-17 as described above (assuming payments made on October 15, 2017), the net present value of the Public Improvement Reimbursement payments will be $3,778,130, with $6,221,870 remaining, and the net present value of the Eligible Housing Payments will be $1,685,755, with $2,564,245 remaining. Such amounts are payable from Redevelopment Property Tax Trust Fund ("RPTTF") moneys (to the extent that Other Funds of the Successor Agency are not available) in accordance with the redevelopment dissolution process and the Amended OPA.

A copy of this petition for final and conclusive determination has been transmitted to the Ventura County Auditor Controller concurrently with the transmittal of this petition to Finance.

Background/History (Provide relevant background/history, if applicable)

A. <u>The Successor Agency Agreement Obligations</u>

The existence of the obligation of the Former Agency and, subsequently, the Successor Agency, as well as the amount of such obligation under the Amended OPA has not been a matter of controversy as among the Former Agency, the Successor Agency, the Participant, or the California Department of Finance ("Finance"). Entries for payments due under the Amended OPA have been included on every recognized obligation payment schedule ("ROPS") without objection from Finance at any time.

The Former Agency was dissolved by way of Assembly Bill ("AB") 1x26 (as subsequently amended by AB 1484, the "Dissolution Act"), and the Successor Agency and Oxnard Oversight Board (among others) assumed responsibilities under the Dissolution Act.

B. The Successor Agency Agreement Obligations

The obligation of the Successor Agency and the quantification of the amount owing (the "Successor Agency Agreement Obligations") is set forth above under the heading "Summary of Request." As noted above, there are not now nor have there been disputes concerning the amount owing under the Amended OPA under any ROPS to date.

Justification for Request (Provide additional attachments to this form, as necessary)

Health & Safety Code Section 34177(i) sets forth the criteria for issuance of a FCD, and provides in pertinent part: "If an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocations of such revenues is expected to occur over time, the successor agency may petition the Department of Finance to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the Department's approval of subsequent payments made pursuant to the enforceable obligation..."

As the statutory language indicates, there are three (3) criteria for issuance of a FCD: (1) the enforceable obligation was approved on a past ROPS; (2) the enforceable obligation provides for an irrevocable commitment of property tax revenue; and (3) allocations of such revenues are expected to occur over time. The Successor Agency Agreement Obligations under the Amended OPA satisfy these elements:

1) The Successor Agency Agreement Obligations under the Amended OPA have been approved on prior ROPS

As set forth above, Finance has approved RPTTF moneys for payment of the Successor Agency Agreement Obligations under the Amended OPA as an enforceable obligation in connection with its review of each prior ROPS.

2) The Amended OPA Provides for an Irrevocable Commitment of Property Tax Revenue

Upon the dissolution of the Former Agency, all obligations of the Former Agency – including the Amended OPA – became obligations and were passed to the control of the Successor Agency (§ 34173(b), (g)), whose sole source of funds are allocations from the RPTTF and revenues generated from Former Agency assets. Pursuant to Section 34173(e), "The liability of any successor agency...shall be limited to the extent of the total revenues it receives pursuant to this part and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency."

As a result of the dissolution of redevelopment agencies including the Former Agency, the Amended OPA, including the Successor Agency Agreement Obligations, is an obligation of the Successor Agency payable solely from RPTTF obligations and revenues generated from Former Agency assets.

3) The Allocations of Property Tax Revenues to Satisfy the Successor Agency Agreement Obligations are Expected to Occur Over Time

The nature of the Successor Agency Agreement Obligations, including without limitation the amount thereof, is such that it will be necessary that payments be made over a period of years.

The Participant has the opportunity to assign its rights to receive payments under the Amended OPA (i.e., the payments of the Successor Agency Agreement Obligations); however, in connection therewith, the proposed assignee requires as a condition to such assignment that the Participant obtain a final and conclusive determination, as is now requested.

Conclusion

Based upon the foregoing, it is clear that the Amended OPA, including the Successor Agency Agreement Obligations, qualifies for a FCD, in that it has previously been approved by Finance on prior ROPS, calls for an irrevocable commitment of property tax revenues, and allocations of such revenues are expected to occur over time. By issuing a FCD, and thus limiting Finance's review of the Amended OPA and the Successor Agency Agreement Obligations thereunder on future ROPS to confirming the requested funding is appropriate (§ 34177.5(i)), Finance will bring much needed closure to this matter, to the mutual benefit of all involved.

Agency Contact Information

Name:	Ms. Kymberly Horner	Name:	Mr. Jim Throop
Title:	Economic Development Director	Title:	Chief Financial Officer
Phone:	(805) 385-7407	Phone:	(805) 358-7461
Email:	kymberly.horner@oxnard.org	Email:	jim.throop@oxnard.org
Date:		Date:	

Department of Finance Local Government Unit Use Only

DETERMINATION OF FINAL AND CONCLUSIVE STATUS: ☐ APPROVED ☐ DENIED

APPROVED/DENIED BY: ______________________________ DATE: ____________________________

APPROVAL OR DENIAL LETTER PROVIDED: ☐ YES DATE AGENCY NOTIFIED: ______________________

Form DF-FC (10/23/12)

ESTOPPEL CERTIFICATE
RE
OWNER PARTICIPATION AGREEMENT

[INSERT CLOSING DATE]
(the "Closing Date")

Piper Jaffray & Co.
____
____
Attn: ______________

Re: Owner Participation Agreement dated as of June 12, 2001, by and between the Successor Agency to the Oxnard Community Development Commission (the "Successor Agency"), as successor in interest to the Oxnard Community Development Commission (the "Commission") and Riverpark A, L.L.C. ("Riverpark A"), as amended by that certain First Amendment to Owner Participation Agreement dated as of November 19, 2002, that certain Second Amendment to Owner Participation Agreement dated as of December 14, 2004, that certain Third Amendment to Owner Participation Agreement dated as of August 7, 2007, that certain Fourth Amendment to Owner Participation Agreement dated as of November 20, 2007, that certain Fifth Amendment to Owner Participation Agreement dated as of May 18, 2010, that certain Sixth Amendment to Owner Participation Agreement dated as of October 20, 2015 (collectively, the "Owner Participation Agreement"), and that certain Memorandum of Understanding to Owner Participation Agreement (RiverPark) dated as of September 28, 2010 (the "MOU" and, together with the Owner Participation Agreement, the "OPA")

Ladies and Gentlemen:

The undersigned, as Executive Director of the Successor Agency, does hereby state, declare, represent and warrant to Piper Jaffray & Co. ("Purchaser"), as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the above-referenced OPA. As of the Closing Date, there are no amendments, supplements, modifications or changes to the OPA or additional relevant documents or instruments materially affecting the rights, duties or obligations of either party to the OPA. Terms not otherwise defined herein shall have the same meanings as ascribed to such terms in the OPA.

2. The Successor Agency is the "Commission" under the OPA. The Successor Agency has not assigned or delegated, nor has the Successor Agency agreed to assign or delegate, the Successor Agency's interest under the OPA in whole or in part, aside from that certain Supplement to Instrument Confirming Ownership of Commission Assets by Successor Agency, dated September 3, 2013, by and between the City of Oxnard, a municipal corporation, and the Successor Agency, attached hereto as Exhibit B and incorporated herein by this reference.

3. The OPA is in full force and effect and constitutes an approved enforceable obligation of the Successor Agency, within the meaning of Health and Safety Code Section 34171(d)(1). The State of California Department of Finance ("DOF") has issued a final and

conclusive determination that the OPA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i) (the "Final and Conclusive Determination"). As of the date of this Estoppel Certificate, the Final and Conclusive Determination has not been modified or revoked by the Successor Agency or DOF. A full, correct and complete copy of the Final and Conclusive Determination is attached hereto as Exhibit C. A full, correct and complete copy of the request for the Final and Conclusive Determination submitted by the Successor Agency to DOF (the "Final and Conclusive Determination Request") is attached hereto as Exhibit D.

4. The Successor Agency's obligation to make Public Improvement Reimbursement payments and Eligible Housing Payments (collectively, the "OPA Payments") to Riverpark A ends on the date described in the Final and Conclusive Determination Request. The Final and Conclusive Determination Request accurately states the amounts of OPA Payments paid as of the Closing Date, and the net present value of such OPA Payments. Exhibit E sets forth a true, complete and accurate list of the timing and amount of each of the OPA Payments that has been made under the OPA on or prior to the Closing Date.

5. All conditions precedent to the Successor Agency's obligation to commence making OPA Payments pursuant to the OPA have been satisfied or waived. No breach or default under the OPA by any party other than the Successor Agency or Riverpark A will entitle the Successor Agency to withhold or reduce the amount of future OPA Payments. There are no payments or other obligations owing under the OPA by Riverpark A or on behalf of Riverpark A against which the Successor Agency has or may have the right to offset future OPA Payments under the OPA.

6. There is no litigation pending (having been served) or overtly threatened in writing against the Successor Agency that (a) challenges the validity or enforceability of the OPA or any obligation of the Successor Agency thereunder; (b) seeks to restrain or enjoin the Successor Agency from making OPA Payments; or (c) if determined adversely to the Successor Agency or its interests, would have a material and adverse effect upon availability of Pledged Tax Revenues to pay the OPA Payments.

7. Other than the bonds listed below, the Successor Agency has not incurred any debt or other obligations secured by a pledge of or lien on any of the tax increment revenues generated from any of the Successor Agency's redevelopment project areas, including without limitation the Historic Enhancement and Revitalization of Oxnard Redevelopment Project:

a. [List Outstanding Bonds and Outstanding par amounts]

8. The Successor Agency hereby consents to the assignment of the OPA Payments under the OPA to Purchaser. The Successor Agency additionally consents to any subsequent assignment of the Public Improvement Reimbursement Payments under the OPA by Purchaser to one or more third parties selected by Purchaser. [The Successor Agency has been provided with a copy of, and hereby consents to the terms of, that certain Purchase and Sale Agreement and Escrow Instructions by and between Riverpark A (as seller thereunder) and Purchaser (as purchaser thereunder), dated as of ________, 2017.] [Confirm prior to signing.]

9. The Successor Agency hereby confirms that Purchaser or Purchaser's assignee shall be entitled to undertake the rights and responsibilities of Riverpark A set forth in the MOU with respect to the annual calculation and payment of the OPA Payments and communications with the Successor Agency regarding the same.

10. The Successor Agency hereby agrees that in the event the Successor Agency sends any notice to Riverpark A relating to or as required by the OPA, it will concurrently send a copy of such notice to Purchaser at the address set forth below. Purchaser may update the contact information below by written notice to the Successor Agency at the address set forth in the OPA.

[insert address for notices]

11. The Successor Agency hereby agrees to make OPA Payments to _________ as follows: _____. **[insert address or wire instructions]** The Successor Agency further agrees to make Public Improvement Reimbursement Payments to third parties as directed in writing by Purchaser or Purchaser's assignee from time to time; provided that the Successor Agency receives such written notice not fewer than fifteen (15) days in advance of the applicable Public Improvement Reimbursement Payment.

12. The Successor Agency executes this Estoppel Certificate for the benefit and protection of Purchaser, with full knowledge that Purchaser is relying on this Estoppel Certificate in entering into the Purchase Agreement.

13. This Estoppel Certificate shall inure to the benefit of Purchaser and its respective successors and assigns.

SUCCESSOR AGENCY TO THE
OXNARD COMMUNITY DEVELOPMENT
COMMISSION

____

Executive Director

FINAL AND CONCLUSIVE DETERMINATION REQUEST FORM

Instructions: Please fill out this form in its entirety to request Finance to provide a final and conclusive determination on an approved enforceable obligation. Additional supporting documents may be included with the submittal of this form as justification related to the enforceable obligation, including documents that may have been previously submitted. Upon completion, email a PDF version of this document (including any attachments) to:

Redevelopment_Administration@dof.ca.gov

The subject line should state "[Agency Name] Final and Conclusive Determination Request". Finance will contact the requesting agency upon receipt for any additional information that may be necessary. Questions related to final and conclusive determination process should be directed to (916) 445-1546 or by email to Redevelopment_Administration@dof.ca.gov.

Health and Safety Code (HSC) section 34177.5 (i), allows a Successor Agency to request the Department of Finance (Finance) to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule (ROPS) is final and conclusive, and reflects Finance's approval of subsequent payments made pursuant to the enforceable obligation.

GENERAL INFORMATION:

Agency Name: Oxnard Community Development Commission Successor Agency

ROPS Period: The obligation to which this request relates was approved on each of the Recognized Obligation Payment Schedules submitted by the Successor Agency.

Date of Finance's Determination/Approval Letters: March 19, 2017, May 17, 2016, April 14, 2016, November 18, 2015, May 27, 2015 (two letters), April 17, 2015, December 17, 2014, November 19, 2014, May 16, 2014, April 14, 2014, November 14, 2013, May 17, 2013, April 14, 2013, December 18, 2012, October 14, 2012, and May 25, 2012

DETAIL OF REQUEST

Summary of Enforceable Obligation:

ROPS Line Number: 24, 40

Project Name: Riverpark Owner Participation Agreement

Contract/Agreement Execution and Termination Date: Original agreement (Owner Participation Agreement) executed June 12, 2001; amended various times as described below under the heading "Justification"; Termination Date: For purposes of the Public Improvement Reimbursement and Eligible Housing Payments, the "Reimbursement Term" ends on August 25, 2036. The Agency is required to make payments to satisfy the former Oxnard Community Development Commission's obligation under the Owner Participation Agreement, as amended (the "Amended OPA", as further described below under the heading "Summary of Request") until the underlying obligation is satisfied or the Reimbursement Term expires.

Payee: Riverpark A, L.L.C. as the original obligee under the Amended OPA and its successors and assignees (collectively, "Participant").

Funding Source: Redevelopment Property Tax Trust Fund ("RPTTF") (to the extent that Other Funds of the Successor Agency are not available).

Total Outstanding Debt or Obligation:

Public Improvement Reimbursement: The Participant is eligible to receive reimbursement for its verified, actual public improvement construction costs of $30,672,170 (as confirmed by the former Oxnard Community Development Commission governing board). Pursuant to the OPA, the actual payments to Participant are subject to a limitation set forth in Section 203.A of the OPA, as modified by the Second Amendment (defined below), that the total of all Public Improvements Reimbursements paid from time to time to Participant shall not exceed a "net present value aggregate total amount of Ten Million Dollars ($10,000,000)" calculated from the date of each payment back to the Commencement Date (confirmed in the MOU [defined below] to be August 25, 2006) using a discount rate of eight percent (8%). As of November 15, 2016, the Participant has received Public Improvement Reimbursement payments in the cumulative amount of $5,753,370. Thus, the Participant is eligible to receive up to $24,918,800 in additional Public Improvement Reimbursement payments, subject to the net present value restriction described in the OPA.

Eligible Housing Payments: As confirmed in the MOU, the Participant is eligible to receive reimbursement for its verified affordable housing feasibility gap of $16,899,033. Pursuant to the OPA, the actual payments to Participant are subject to a limitation set forth in Section 203.B of the OPA, as modified by the Second Amendment, that the total of all Eligible Housing Payments paid from time to time to Participant shall not exceed a "net present value aggregate total amount equal to (i) Four Million Two Hundred Fifty Thousand Dollars ($4,250,000), less (ii) the Tax Credit Adjustment." The net present value amount is calculated from the date of each payment back to the Commencement Date (confirmed in the MOU to be August 25, 2006) using a discount rate of eight percent (8%). As of November 15, 2016, the Participant has received Eligible Housing Payments in the cumulative amount of $2,549,955. Thus, the Participant is eligible to receive up to $14,349,078 in additional Eligible Housing Payments, subject to the net present value restriction described in the OPA.

The current Recognized Obligation Payment Schedule reflects a total outstanding amount owing to Participant of $5,860,684 for Public Improvement Reimbursements (see Item 40) and $2,401,811 for Eligible Housing Payments (see Item 24). These amounts are incorrect. These dollar amounts were derived by subtracting the amount of actual payments made to the Participant over time (without applying the net present value calculation) from the not-to-exceed net present value figures set forth above ($10 million with respect to Public Improvement Reimbursements and $4.25 million with respect to Eligible Housing Payments). The Successor Agency anticipates correcting this in the Recognized Obligation Payment Schedule for Fiscal year 2018-19.

Total Due During Fiscal Year: ROPS 17-18 provides that $1,452,750 was estimated to be due during the July 1, 2017 to June 30, 2018 period ($1,002,750 estimated for the Public Improvement Reimbursement and $450,000 estimated for the Eligible Housing Payments). The Successor Agency and Participant have determined the actual amounts due during the July 1, 2017 to June 30, 2018 period, as determined by the Successor Agency based on the fiscal year 2016-17 assessed valuations for the project, to be $1,033,768 for the Public Improvement Reimbursement and $453,764 for the Eligible Housing Payments.

Annual Total: See above.

SUMMARY OF REQUEST

The Successor Agency to the Oxnard Community Development Commission ("Successor Agency") requests that the Department of Finance ("Finance") issue a final and conclusive determination that Items #24 and #40 on the Successor Agency's ROPS 17-18 schedule is an enforceable obligation (the "FCD"). The item consists of the obligations of the Successor Agency, as successor to the former Oxnard Community Development Commission ("Successor Agency Agreement Obligations"), under the obligation evidenced by "Amended OPA", as defined below, and, particularly, Sections 202 and 203 of the Amended OPA (and specifically, as amended by the Second Amendment, defined below).

The original Owner Participation Agreement ("Original OPA"; see Attachment No. 1 hereto) dated as of June 12, 2001, was entered into between the Oxnard Community Development Commission ("Former Agency") and Riverpark A, L.L.C., a Delaware limited liability company. The Original OPA was amended several times, as follows:

(i) a First Amendment to Owner Participation Agreement dated as of November 19, 2002 (the "First Amendment"; see Attachment No. 2 hereto);

(ii) a Second Amendment to Owner Participation Agreement dated as of December 14, 2004 (the "Second Amendment"; see Attachment No. 3 hereto);

(iii) a Third Amendment to Owner Participation Agreement dated as of August 7, 2007 (the "Third Amendment"; see Attachment No. 4 hereto);

(iv) a Fourth Amendment to Owner Participation Agreement dated as of November 20, 2007 (the "Fourth Amendment"; see Attachment No. 5 hereto);

(v) a Fifth Amendment to Owner Participation Agreement dated as of May 18, 2010 (the "Fifth Amendment"; see Attachment No. 6 hereto);

(vi) a Sixth Amendment to Owner Participation Agreement dated as of October 20, 2015 (the "Sixth Amendment, see Attachment No. 7 hereto); and

(vii) a Memorandum of Understanding to Owner Participation Agreement (RiverPark) dated as of September 28, 2010 (the "MOU"; see Attachment No. 8 hereto).

The Original OPA as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the MOU constitutes the "Amended OPA." Under the Amended OPA, the Former Agency was obligated to make payments to the Participant. As of November 15, 2016, the maximum amount payable to the Participant under the Amended OPA was $39,267,878, comprised of $24,918,800 gross dollars outstanding for the Public Improvement Reimbursement payments (based on a Public Improvement Verification identifying $30,672,170 in eligible reimbursements to the Participant less actual payments of $5,753,370); and $14,349,078 gross dollars outstanding for the Eligible Housing Payments (based on a total feasibility gap for affordable housing of $16,899,033 less actual payments of $2,549,955). As noted above, the payment amounts for fiscal year 2016-17 have been determined to be $1,033,768 for the Public Improvements Reimbursement and $453,764 for the Eligible Housing Payments. Once these payments have been made the remaining amount of Public Improvement Reimbursement payments the Participant will be eligible to receive will be $23,885,032 and the remaining amount of Eligible Housing Payments the Participant will be eligible to receive will be $13,895,314.

The outstanding payments are subject to a net present value calculation using an 8% discount rate, which results in an outstanding eligibility of $6,660,216 net present value for the Public Improvement Reimbursement payments and $2,756,653 net present value for the Eligible Housing Payments, as of November 15, 2016. Upon payment to the Participant of the amounts due in fiscal year 2016-17 as described above (assuming payments made on October 15, 2017), the net present value of the Public Improvement Reimbursement payments will be $3,778,130, with $6,221,870 remaining, and the net present value of the Eligible Housing Payments will be $1,685,755, with $2,564,245 remaining. Such amounts are payable from Redevelopment Property Tax Trust Fund ("RPTTF") moneys (to the extent that Other Funds of the Successor Agency are not available) in accordance with the redevelopment dissolution process and the Amended OPA.

A copy of this petition for final and conclusive determination has been transmitted to the Ventura County Auditor Controller concurrently with the transmittal of this petition to Finance.

Background/History (Provide relevant background/history, if applicable)

A. <u>The Successor Agency Agreement Obligations</u>

The existence of the obligation of the Former Agency and, subsequently, the Successor Agency, as well as the amount of such obligation under the Amended OPA has not been a matter of controversy as among the Former Agency, the Successor Agency, the Participant, or the California Department of Finance ("Finance"). Entries for payments due under the Amended OPA have been included on every recognized obligation payment schedule ("ROPS") without objection from Finance at any time.

The Former Agency was dissolved by way of Assembly Bill ("AB") 1x26 (as subsequently amended by AB 1484, the "Dissolution Act"), and the Successor Agency and Oxnard Oversight Board (among others) assumed responsibilities under the Dissolution Act.

B. The Successor Agency Agreement Obligations

The obligation of the Successor Agency and the quantification of the amount owing (the "Successor Agency Agreement Obligations") is set forth above under the heading "Summary of Request." As noted above, there are not now nor have there been disputes concerning the amount owing under the Amended OPA under any ROPS to date.

Justification for Request (Provide additional attachments to this form, as necessary)

Health & Safety Code Section 34177(i) sets forth the criteria for issuance of a FCD, and provides in pertinent part: "If an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocations of such revenues is expected to occur over time, the successor agency may petition the Department of Finance to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the Department's approval of subsequent payments made pursuant to the enforceable obligation..."

As the statutory language indicates, there are three (3) criteria for issuance of a FCD: (1) the enforceable obligation was approved on a past ROPS; (2) the enforceable obligation provides for an irrevocable commitment of property tax revenue; and (3) allocations of such revenues are expected to occur over time. The Successor Agency Agreement Obligations under the Amended OPA satisfy these elements:

1) The Successor Agency Agreement Obligations under the Amended OPA have been approved on prior ROPS

As set forth above, Finance has approved RPTTF moneys for payment of the Successor Agency Agreement Obligations under the Amended OPA as an enforceable obligation in connection with its review of each prior ROPS.

2) The Amended OPA Provides for an Irrevocable Commitment of Property Tax Revenue

Upon the dissolution of the Former Agency, all obligations of the Former Agency – including the Amended OPA – became obligations and were passed to the control of the Successor Agency (§ 34173(b), (g)), whose sole source of funds are allocations from the RPTTF and revenues generated from Former Agency assets. Pursuant to Section 34173(e), "The liability of any successor agency...shall be limited to the extent of the total revenues it receives pursuant to this part and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency."

As a result of the dissolution of redevelopment agencies including the Former Agency, the Amended OPA, including the Successor Agency Agreement Obligations, is an obligation of the Successor Agency payable solely from RPTTF obligations and revenues generated from Former Agency assets.

3) The Allocations of Property Tax Revenues to Satisfy the Successor Agency Agreement Obligations are Expected to Occur Over Time

The nature of the Successor Agency Agreement Obligations, including without limitation the amount thereof, is such that it will be necessary that payments be made over a period of years.

The Participant has the opportunity to assign its rights to receive payments under the Amended OPA (i.e., the payments of the Successor Agency Agreement Obligations); however, in connection therewith, the proposed assignee requires as a condition to such assignment that the Participant obtain a final and conclusive determination, as is now requested.

Conclusion

Based upon the foregoing, it is clear that the Amended OPA, including the Successor Agency Agreement Obligations, qualifies for a FCD, in that it has previously been approved by Finance on prior ROPS, calls for an irrevocable commitment of property tax revenues, and allocations of such revenues are expected to occur over time. By issuing a FCD, and thus limiting Finance's review of the Amended OPA and the Successor Agency Agreement Obligations thereunder on future ROPS to confirming the requested funding is appropriate (§ 34177.5(i)), Finance will bring much needed closure to this matter, to the mutual benefit of all involved.

Agency Contact Information

Name:	Ms. Kymberly Horner	Name:	Mr. Jim Throop
Title:	Economic Development Director	Title:	Chief Financial Officer
Phone:	(805) 385-7407	Phone:	(805) 358-7461
Email:	kymberly.horner@oxnard.org	Email:	jim.throop@oxnard.org
Date:		Date:	

Department of Finance Local Government Unit Use Only

DETERMINATION OF FINAL AND CONCLUSIVE STATUS: ☐ APPROVED ☐ DENIED

APPROVED/DENIED BY: ______________________________ DATE: ____________________________

APPROVAL OR DENIAL LETTER PROVIDED: ☐ YES DATE AGENCY NOTIFIED: ______________________

Form DF-FC (10/23/12)

<u>ESTOPPEL CERTIFICATE</u>
<u>RE</u>
<u>OWNER PARTICIPATION AGREEMENT</u>

[INSERT CLOSING DATE]
(the "Closing Date")

Piper Jaffray & Co.
____
____
Attn: ______________

Re: Owner Participation Agreement dated as of June 12, 2001, by and between the Successor Agency to the Oxnard Community Development Commission (the "Successor Agency"), as successor in interest to the Oxnard Community Development Commission (the "Commission") and Riverpark A, L.L.C. ("Riverpark A"), as amended by that certain First Amendment to Owner Participation Agreement dated as of November 19, 2002, that certain Second Amendment to Owner Participation Agreement dated as of December 14, 2004, that certain Third Amendment to Owner Participation Agreement dated as of August 7, 2007, that certain Fourth Amendment to Owner Participation Agreement dated as of November 20, 2007, that certain Fifth Amendment to Owner Participation Agreement dated as of May 18, 2010, that certain Sixth Amendment to Owner Participation Agreement dated as of October 20, 2015 (collectively, the "Owner Participation Agreement"), and that certain Memorandum of Understanding to Owner Participation Agreement (RiverPark) dated as of September 28, 2010 (the "MOU" and, together with the Owner Participation Agreement, the "OPA")

Ladies and Gentlemen:

The undersigned, as Executive Director of the Successor Agency, does hereby state, declare, represent and warrant to Piper Jaffray & Co. ("Purchaser"), as follows:

1. Attached hereto as <u>Exhibit A</u> is a true, correct and complete copy of the above-referenced OPA. As of the Closing Date, there are no amendments, supplements, modifications or changes to the OPA or additional relevant documents or instruments materially affecting the rights, duties or obligations of either party to the OPA. Terms not otherwise defined herein shall have the same meanings as ascribed to such terms in the OPA.

2. The Successor Agency is the "Commission" under the OPA. The Successor Agency has not assigned or delegated, nor has the Successor Agency agreed to assign or delegate, the Successor Agency's interest under the OPA in whole or in part, aside from that certain Supplement to Instrument Confirming Ownership of Commission Assets by Successor Agency, dated September 3, 2013, by and between the City of Oxnard, a municipal corporation, and the Successor Agency, attached hereto as <u>Exhibit B</u> and incorporated herein by this reference.

3. The OPA is in full force and effect and constitutes an approved enforceable obligation of the Successor Agency, within the meaning of Health and Safety Code Section 34171(d)(1). The State of California Department of Finance ("DOF") has issued a final and

conclusive determination that the OPA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i) (the "Final and Conclusive Determination"). As of the date of this Estoppel Certificate, the Final and Conclusive Determination has not been modified or revoked by the Successor Agency or DOF. A full, correct and complete copy of the Final and Conclusive Determination is attached hereto as Exhibit C. A full, correct and complete copy of the request for the Final and Conclusive Determination submitted by the Successor Agency to DOF (the "Final and Conclusive Determination Request") is attached hereto as Exhibit D.

4. The Successor Agency's obligation to make Public Improvement Reimbursement payments and Eligible Housing Payments (collectively, the "OPA Payments") to Riverpark A ends on the date described in the Final and Conclusive Determination Request. The Final and Conclusive Determination Request accurately states the amounts of OPA Payments paid as of the Closing Date, and the net present value of such OPA Payments. Exhibit E sets forth a true, complete and accurate list of the timing and amount of each of the OPA Payments that has been made under the OPA on or prior to the Closing Date.

5. All conditions precedent to the Successor Agency's obligation to commence making OPA Payments pursuant to the OPA have been satisfied or waived. No breach or default under the OPA by any party other than the Successor Agency or Riverpark A will entitle the Successor Agency to withhold or reduce the amount of future OPA Payments. There are no payments or other obligations owing under the OPA by Riverpark A or on behalf of Riverpark A against which the Successor Agency has or may have the right to offset future OPA Payments under the OPA.

6. There is no litigation pending (having been served) or overtly threatened in writing against the Successor Agency that (a) challenges the validity or enforceability of the OPA or any obligation of the Successor Agency thereunder; (b) seeks to restrain or enjoin the Successor Agency from making OPA Payments; or (c) if determined adversely to the Successor Agency or its interests, would have a material and adverse effect upon availability of Pledged Tax Revenues to pay the OPA Payments.

7. Other than the bonds listed below, the Successor Agency has not incurred any debt or other obligations secured by a pledge of or lien on any of the tax increment revenues generated from any of the Successor Agency's redevelopment project areas, including without limitation the Historic Enhancement and Revitalization of Oxnard Redevelopment Project:

a. [List Outstanding Bonds and Outstanding par amounts]

8. The Successor Agency hereby consents to the assignment of the OPA Payments under the OPA to Purchaser. The Successor Agency additionally consents to any subsequent assignment of the Public Improvement Reimbursement Payments under the OPA by Purchaser to one or more third parties selected by Purchaser. [The Successor Agency has been provided with a copy of, and hereby consents to the terms of, that certain Purchase and Sale Agreement and Escrow Instructions by and between Riverpark A (as seller thereunder) and Purchaser (as purchaser thereunder), dated as of ________, 2017.] [Confirm prior to signing.]

9. The Successor Agency hereby confirms that Purchaser or Purchaser's assignee shall be entitled to undertake the rights and responsibilities of Riverpark A set forth in the MOU with respect to the annual calculation and payment of the OPA Payments and communications with the Successor Agency regarding the same.

10. The Successor Agency hereby agrees that in the event the Successor Agency sends any notice to Riverpark A relating to or as required by the OPA, it will concurrently send a copy of such notice to Purchaser at the address set forth below. Purchaser may update the contact information below by written notice to the Successor Agency at the address set forth in the OPA.

[insert address for notices]

11. The Successor Agency hereby agrees to make OPA Payments to _________ as follows: _____. **[insert address or wire instructions]** The Successor Agency further agrees to make Public Improvement Reimbursement Payments to third parties as directed in writing by Purchaser or Purchaser's assignee from time to time; provided that the Successor Agency receives such written notice not fewer than fifteen (15) days in advance of the applicable Public Improvement Reimbursement Payment.

12. The Successor Agency executes this Estoppel Certificate for the benefit and protection of Purchaser, with full knowledge that Purchaser is relying on this Estoppel Certificate in entering into the Purchase Agreement.

13. This Estoppel Certificate shall inure to the benefit of Purchaser and its respective successors and assigns.

SUCCESSOR AGENCY TO THE
OXNARD COMMUNITY DEVELOPMENT
COMMISSION

____
Executive Director