

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



AGENDA
OXNARD CITY COUNCIL
*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
*AGENCY OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY
Regular Meeting
Council Chambers, 305 West Third Street
July 26, 2016
4:30 P.M. – Closed Session
6:00 P.M. – Regular Session

A. ROLL CALL/POSTING OF AGENDA

*The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority, and the Oxnard Housing Authority will not meet because there are no items requiring consideration at this time.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – 4:30 P.M. (Please see Page 5 for a Description of Closed Session Items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Esportiko Academy Futbol Club for Participating in the Costa Daurada Cup and Donosti Cup.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. 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 any 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. The presiding officer shall limit public comments to three minutes.

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

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS**City Clerk Department**

1. **SUBJECT:** Appointments to Commission on Homelessness and Community Relations Commission to Fill Unexpected Vacancies. (10/10)
RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint two (2) members to the Commission on Homelessness; and 2) That the City Council appoint one (1) member to the Community Relations Commission.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA**City Attorney Department**

1. **SUBJECT:** First Amendment to Attorney Services Agreement with Colantuono, Highsmith & Whatley, PC.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement ("Agreement") with Colantuono, Highsmith & Whatley, PC ("Colantuono") (4957-09-CA) for legal services relating to municipal revenues, elections and litigation issues for an increase of \$350,000 for a total contract amount not to exceed \$449,000.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

City Manager Department

2. **SUBJECT:** Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Police Department

3. SUBJECT: Donation of Police Equipment.

RECOMMENDATION: That City Council adopt a resolution accepting the donation of One (1) 2016 Ford F250 Crew Cab Truck to the City of Oxnard, for use by the Oxnard Police Department.

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

Public Works Department

4. SUBJECT: Adopt Ordinance 2907 to Amend Certain Portions of Ordinance 2901 for Wastewater Regional Treatment and Disposal Facility User Charges.

RECOMMENDATION: That City Council adopt Ordinance No. 2907 amending Regional Treatment and Disposal Facility User Charges.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

5. SUBJECT: Approve Plans and Specifications No. GS15-42 for Southwinds Park Phase I and II.

RECOMMENDATION: That City Council: 1) Approve plans and specifications for Project Specification No. GS15-42 and authorize staff to conduct a public bid for Southwinds Park Playground, Walking Track and Restroom Improvements Phase I and Phase II, located at 455 W. Clara Street; and 2) Approve a Budget Appropriation recognizing additional CDBG funding in the amount of \$172,000 in order to complete the walking track and restroom improvements in Phase I.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. PUBLIC HEARINGSHousing Department

1. SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan Agreements with Habitat for Humanity of Ventura County. (10/25)

RECOMMENDATION: 1) Conduct a public hearing to receive comments on the proposed First Amendment to the FY 2014-2015 Annual Action Plan; 2) Approve the FY 2014-2015 Annual Action Plan first amendment and authorize the City Manager to submit the Council approved First Amendment to the U.S. Department of Housing and Urban Development (HUD) for approval; 3) Approve a special budget appropriation of \$95,337 to re-program HOME program income revenue into the Community Housing Development Organization project; 4) Approve a special budget appropriation of \$162,244 from received HOME program income revenue into the City's First Time Homebuyer project; 5) Approve and authorize the Mayor to execute a HOME Participation Agreement (A-7897), an Affordable Housing Agreement (A-7898) and an Affordable Housing HOME CHDO Set-Aside Loan (A-7899) with Habitat for Humanity of Ventura County, providing gap financing in the amount of \$577,149 for the construction of six (6) single family homes.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

M. APPOINTMENT ITEMS

N. REPORTS

Police Department

1. SUBJECT: Response to Grand Jury Report Titled “Final Report Detention Facilities and Related Law Enforcement”. (5)
RECOMMENDATION: That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled “Final Report Detention Facilities and Related Law Enforcement Issues” dated May 24, 2016, in the form included as Attachment 1.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624
2. SUBJECT: Agreement with Ventura County Animal Shelter (VCAS) for Sheltering of Animals from the City of Oxnard. (10/30)
RECOMMENDATION: That City Council: 1) Approve and authorize the Mayor to execute a one year-agreement with the County of Ventura's Public Health Agency (A-7904) for animal sheltering services estimated at \$1,556,959 for Fiscal Year 2016-2017; and 2) Receive a report from staff on current Animal Safety Unit operations provided by the City.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

Public Works Department

3. SUBJECT: Agreement with TranSystems Corporation for Marine Engineering Services of the Inland Waterway Districts of Mandalay Bay, Westport and Seabridge. (5/10)
RECOMMENDATION: That City Council: 1) Approve and authorize the Mayor to execute an agreement with TranSystems Corporation (TranSystems) (7401-16-PW) for on-call as needed marine engineering services of the Waterway Districts of Mandalay, Westport, and Seabridge in an amount not-to-exceed \$929,500 over a three year term; 2) Approve Task Orders 1 and 2 for permit processing and engineering design services regarding West Hemlock Street seawalls; and 3) Approve a Budget Appropriation in the total amount of \$379,500 from the fund balances of Mandalay – Fund 121 (\$284,500). Westport – Fund 175 (\$47,500) and Seabridge – Fund 173 (\$47,500) Districts.
Legislative Body: Contact: Daniel Rydberg Phone: 385-8055
4. SUBJECT: Retroactive Agreement for Trade Services with Mario's Trucking Corporation. (5/5)
RECOMMENDATION: That City Council approve and authorize the City Manager to execute a retroactive Agreement for Trade Services with Mario's Trucking Corporation (A-7894), for supplemental waste transfer hauling services for the term March 1, 2016, through June 30, 2016 in the amount of \$100,000.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
5. SUBJECT: Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1 - Campus Park Wellfield. (5/10)
RECOMMENDATION: That City Council: 1) Consider an Addendum to the final Environmental Impact Report for the Groundwater Recovery Enhancement and Treatment (“GREAT”) Program (SCH #200301 1045); 2) Award Contract No. A-7874 to the lowest responsible and responsive bidder, Pacific Coast Well Drilling, Inc., in the amount of \$1,157,369 for Project Specification No. UD15-24 (Rebid) Aquifer Storage and Recovery (ASR) Water Well No. 1 – Campus Park Wellfield;

3) Approve a budget appropriation in the amount of \$643,271 from the Resource Development Fee Fund 603 fund balance; and 4) Authorize the Purchasing Agent to issue and execute the Contract upon receipt of final documents.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC (Government Code section 54956.9 (d)(1))

Name of case: Kevin Killian v. City of Oxnard

Workers' Compensation Case Nos. ADJ10137461, ADJ10137462, ADJ10137476

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

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC (Government Code section 54956.9 (d)(1))

Name of case: Application of Southern California Edison Company (U338E) for Approval of the Results of Its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area, (California Public Utilities Commission Application 14-11-016)

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

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC (Government Code section 54956.9 (d)(1))

Name of case: In the Matter of: Application of the Puente Power Project, (California Energy Commission Docket No. 15-AFC-01)

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard; et al. v. Aaron Starr

Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

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

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

CC Instructions to negotiators, Greg Nyhoff, City Manager, and Scott Whitney, Assistant City Manager, concerning negotiations with Ravello Holdings, Inc., regarding the price and terms of payment for the possible sale of 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields.

The City Manager requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8).

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Martinez, City Clerk

SUBJECT: Appointments to Commission on Homelessness and Community Relations
Commission to Fill Unexpected Vacancies.

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

1. That the Mayor, with approval of the City Council, appoint Two members to the Commission on Homelessness
2. That the City Council appoint: One member to the Community Relations Commission.

BACKGROUND

Appointments to Citizen Advisory Groups are usually made following a general election involving the office of Mayor. These proposed appointments are due to vacancies and a need to have enough commissioners for a required quorum.

Staff recommends that the Mayor, with approval of the City Council, appoint: two individuals to the Commission on Homelessness.

Staff recommends that the City Council, as a whole, appoint: one individual to the Community Relations Commission. The City Council nominates individuals and will be polled as to their selection for the commission.

Applications are available and may be submitted at the Oxnard City Clerk's Office during the entire year. Applicants have been recruited through local advertisement placed in the newspaper,

Appointments to Community Relations Commission and Commission on Homelessness

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through government channel, on the City's web site, in neighborhood packets and by public notice at City Hall. Applications are valid for one year and efforts are made to contact applications to renew application if desired. .

FINANCIAL IMPACT None.

ATTACHMENTS:

Attachment A - 20160726 appointments

VACANCY LIST
COMMISSION ON HOMELESSNESS
 7 members with 2-year terms
 Need to Fill (TWO) 2 Positions to Expire 03/01/17

<u>INCUMBENTS SERVING CURRENT TERMS</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Brinkmeyer, Susan	1	03/01/17
2. Cartagena Martinez, Lucy	1	03/01/17
3. Castanon, Francine	3	03/01/17
4 VACANT	N/A	03/01/17
5. Jaena, Francisco	1	03/01/17
6. Miller, Darlene	3	03/01/17
7. VACANT	N/A	03/01/17

Service Term: 7 members 2-year terms to coincide with the term of the Mayor
 Meeting Schedule: 1st Monday of each month, 3:30 p.m., City Council Chambers
 Staff Liaison: Karl Lawson
 Ext.: 385-8095
 Creation: 05/22/01; R-11,933; O-2889

Francine Castanon – Chair (Elected 03/07/16)

Lucy Martinez – Vice Chair (Elected 03/07/16)

APPLICANTS:

1. Courtland, David
2. Delgado, Gloria (also CRC Applicant)
3. Herrera, Amanda
4. Houchin, Andrea Renee
5. Okano, Yukio
6. Rutter, Christine

Note: Members appointed by the Mayor, with approval of the City Council, per R-13,013, adopted on 03/07/06.

VACANCY LIST
COMMISSION ON COMMUNITY RELATIONS

7 members with 2-year terms
 Need to Fill (ONE) 1 Position to Expire 12/31/16

<u>INCUMBENTS SERVING CURRENT TERMS</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Davitt-Cornyn, Theodora	1	12/31/16
2. Lopez, Tiffany	1	12/31/16
3. Moreno, Jaime	1	12/31/16
4. Quintana, Mario	2	12/31/16
5. Reynoso, Juan A.	2	12/31/16
6. Sorkin, George	2	12/31/16
7. VACANT	N/A	12/31/16

Service Term: 7 members, 2-year terms
 Meeting schedule: Third Monday of each month, 6:00pm, City Council Chambers
 Staff Liaison: Luis Guereca
 Ext: 8326
 Creation: 10/12/61 O-722; 05/19/98 O-2467; 2/26/13 O-2863

APPLICANTS:

1. Delgado, Gloria (also COH Applicant)
2. Molina, Phillip
3. Stallion, Helaine Rochelle

Note: Members appointed by the City Council, (Appointed by Council -- O-2322 Part 1(A) on 12/14/93)

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 1

DATE: July 26, 2016

TO: City Council

FROM: Stephen Fischer, City Attorney

SUBJECT: First Amendment to Attorney Services Agreement with Colantuono, Highsmith & Whatley, PC

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement (“Agreement”) with Colantuono, Highsmith & Whatley, PC (“CHW”) (Agreement No. 4957-09-CA) for legal services relating to municipal revenues, elections and litigation issues for an increase of \$350,000 for a total contract amount not to exceed \$449,000.

DISCUSSION

CHW has provided the City with legal advice and representation in matters relating to municipal revenues and rate increases and is a recognized expert in this area of representation on behalf of California governmental entities. This first amendment to the Agreement will fund legal advice and representation regarding municipal revenues including the pending litigation relating to the November 16, 2016, wastewater rate initiative.

FINANCIAL IMPACT

The Agreement will be funded from various funding sources including: General Fund (101-1501), Wastewater Collection Operating Fund (611-6103); and Wastewater Treatment Operating Fund (621-6202). Actual costs will be charged to benefitting funds as incurred. Sufficient funds have been budgeted in FY2016-2017 to cover the cost of the contract.

First Amendment to Attorney Services Agreement with Colantuono Highsmith & Whatley
July 26, 2016
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ATTACHMENTS:

Attachment A - Colantuono 1st Amendment to 4957-09-CA

Agreement No. 4957-09-CA

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Attorney Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 26th day of July 2016, by and between the City of Oxnard, a municipal corporation (“City”), and Colantuono, Highsmith & Whatley (“Special Counsel”). This First Amendment amends the Agreement entered into on January 1, 2010, by City and Special Counsel. The Agreement previously has been amended by letter amendments pursuant to Paragraph 35 of the Agreement on July 8, 2013 and on April 6, 2016.

City and Special Counsel agree as follows:

1. Paragraph 10. Compensation and Reimbursement is amended as follows:

“10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$449,000 for services provided under this Agreement.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Michael G. Colantuono	\$325
Holly O. Whatley	\$325
Teresa L. Highsmith	\$325
Michael Allderdice	\$325
Jenni Pancake	\$325
Amy Sparrow	\$290
Pamela K. Graham	\$290
Lance W. Shoemaker	\$275
David J. Ruderman	\$275
Ryan T. Dunn	\$225
Megan Knize	\$225
Jon R. di Christina	\$195
Leonard P. Aslanian	\$195
Matthew T. Summers	\$195
Gary B. Bell	\$195
John C. Davidson	\$195

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
 Attorney service fees
 Consultant fees
 Copying and printing services fees
 Court filing fees
 Court reporting services fees
 Expert fees
 Extraordinary in-house copying costs
 Service of process fees
 Telephonic court appearance fees

(2) Items with Maximums:

Lodging - \$125.00 per night
 Witness fees - State court \$35.00 + statutory mileage
 Federal court \$40.00 + statutory mileage"

2. Paragraph 14. Approved Attorneys is amended as follows:

"14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Michael G. Colantuono
 Holly O. Whatley
 Teresa L. Highsmith
 Michael Alderdice
 Jon diCristina
 Leonard P. Aslanian
 Amy Sparrow
 Pamela K. Graham

Lance W. Shoemaker
 David J. Ruderman
 Ryan T. Dunn
 Megan S. Knize
 Matthew T. Summers
 Jenni Pancake
 Gary B. Bell
 John C. Davidson

b. This list of approved attorneys may be altered by a writing signed by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals.”

3. Paragraph 17. Indemnity is amended in its entirety as follows:

17. Indemnity

a. To the fullest extent permitted by law, Special Counsel shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Special Counsel’s performance of this Agreement or Special Counsel’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Special Counsel’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Special Counsel’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Special Counsel’s duty to indemnify. Special Counsel shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Special Counsel 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 Special Counsel 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 Special Counsel 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, Special Counsel may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Special Counsel’s work or work product by the Indemnified Party shall not affect, relieve or reduce Special Counsel’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.

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

CITY OF OXNARD

SPECIAL COUNSEL

Tim Flynn, Mayor

Holly O. Whatley, Vice President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Greg Nyhoff, City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

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

Funding information is included on the attached list.

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.

Agreements for City Council Review
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ATTACHMENTS:

Attachment A: City Manager Contract List for July 26, 2016

City Manager Contract List for 07/26/2016

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

A Transportation and Recycling of Household Hazardous Waste Material

Vendor: Stericycle, Incorporated
Type: Original Agreement
Agreement No.: A-7888
Amendment No.: N/A
Purchase Order No.:
Begin Date: 08/01/2016
End Date: 07/31/2017
Term: One year

Amount to be Approved: \$100,000
Current FY Amount: \$100,000
Total Contract Amount: \$100,000
Funding Source: Environmental Resources Enterprise Fund 631
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 6
Project Manager: Daniel Rydberg, Public Works Director
Department: Public Works - Environmental Resources Division
Telephone: 385-7957
Email: toddvhousley@oxnard.org

Purpose: Staff is requesting authorization to enter into an agreement with Stericycle, Incorporated in the amount of \$100,000 for the removal, transportation and recycling of household hazardous waste material such as antifreeze, used oil, batteries and water based paint that is collected at the Del Norte Regional Recycling and Transfer Station.

Pursuant to the City's Purchasing Policies, six informal bids were obtained for this service. Based on the ranking and site visit, Stericycle was the lowest bidder satisfying the requirements to handle the volume of material at the Del Norte Facility. Stericycle's facility was well maintained, all safety precaution measures were in place with ample personnel to handle Del Norte's hazardous waste volume, and the operation and logistics was well managed.

B Trade Services Agreement for Roof Repairs to Desalter Building

Vendor: Central Coast Engineering
Type: Original Agreement
Agreement No.: 7446-16-PW
Amendment No.: N/A
Purchase Order No.:
Begin Date: 06/30/2016
End Date: 09/30/2016
Term: 3 months

Amount to be Approved: \$37,200
Current FY Amount: \$37,200
Total Contract Amount: \$37,200
Funding Source: Water Operating Fund (601)
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 3
Project Manager: Daniel Rydberg, Public Works Director
Department: Public Works Department
Telephone: 385-8154
Email: rod.paniagua@oxnard.org

Purpose: Staff is requesting authorization to enter into an agreement with Central Coast Engineering for a total amount not to exceed \$37,200 for roof deck repairs at the Desalter Building.

Pursuant to the City's Purchasing Policies, a Request For Bid (RFB) package was sent out to seven (7) contractors who provide roof repair services. Three of the contractors responded to the RFB. Central Coast Engineering is an Oxnard based contractor and is the lowest responsible bidder.

City Manager Contract List for 07/26/2016

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

C Attorney Services Agreement

Vendor: Shute Mihaly & Weinberger LLP
Type: Amendment
Agreement No.: 7002-15-CA
Amendment No.: 2
Purchase Order No.: 5286
Begin Date: 03/03/2015
End Date: 01/21/2018
Term: 3 year

Amount to be Approved: \$200,000
Current FY Amount: \$200,000
Total Contract Amount: \$550,000
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Stephen M. Fischer
Department: City Attorney
Telephone: 385-7483
Email: stephen.fischer@oxnard.org

Purpose: This second amendment is to increase the not to exceed amount of \$350,000 by \$200,000 for a total not to exceed amount of \$550,000 for continued legal representation before the California Public Utilities Commission and the California Energy Commission in relation to the proposed new NRG electrical generating facility at Mandalay Beach, which may impact the decommissioning and removal of the existing generating facilities at Mandalay and Ormond Beach.

D To Continue Implementation of Organizational Assessment Recommendations

Vendor: Public Management Group
Type: Amendment
Agreement No.: A-7809
Amendment No.: 2
Purchase Order No.: 5551
Begin Date: 05/09/2015
End Date: 12/31/2017
Term: 2 1/2 years

Amount to be Approved: \$50,000
Current FY Amount: \$50,000
Total Contract Amount: \$148,000
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Maria Hurtado
Department: Office of the City Manager
Telephone: 385-7450
Email: maria.hurtado@oxnard.org

Purpose: Staff is requesting authorization to enter into a Second Amendment with Public Management Group, in the amount of \$50,000 to provide assistance with the implementation of the 128 recommendations outlined in the Implementation Action Plan (IAP).

Public Management Group was originally selected because of their experience and knowledge of the organizational assessment and the Implementation Action Plan. Additional scope includes the development of the City's performance evaluation process, and training for staff report writing and presentations. This agreement was previously amended for a time extension only.

City Manager Contract List for 07/26/2016

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

E Balancing Change Order for Pleasant Valley Estates Resurfacing

Vendor: Toro Enterprises, Inc.
Type: Change Order
Agreement No.: A-7834
Amendment No.: 1
Purchase Order No.: N/A
Begin Date: 03/01/2016
End Date: 06/17/2016
Term: 80 days

Amount to be Approved: \$103,877
Current FY Amount: \$103,877
Total Contract Amount: \$1,972,388
Funding Source: Fund 314 - 2014 Lease Revenue Bonds
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 4
Project Manager: Raymond Williams
Department: Public Works Department
Telephone: 805-385-7902
Email: raymond.williams@oxnard.org

Purpose: Staff is requesting approval for this change order in the amount of \$103,877 for additional removal and replacement of sidewalks, curb and gutters. This change order is needed in order to close out the project.

On June 16, 2015 City Council approved project plans and specifications and authorized staff to conduct a public bid for the Pleasant Valley Estates Resurfacing Project. The project was advertised on August 13, 2015 and a public bid opening was held on September 16, 2015. The City received four bids and Toro Enterprises was the lowest responsible bidder. On November 10, 2015 City Council approved the contract to Toro Enterprises, Inc., in the amount of \$1,868,511 for the Pleasant Valley Estates Resurfacing project.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Jeri Williams, Police Chief

SUBJECT: Donation of Police Equipment

CONTACT: Andrew Salinas, Police Department
Andrew.Salinas@oxnardpd.org, 805-385-7756

RECOMMENDATION:

That City Council adopt a resolution accepting the donation of one (1) 2016 Ford F250 Crew Cab Truck to the City of Oxnard, for use by the Oxnard Police Department.

BACKGROUND

The Oxnard Police Explorer Foundation, an established non-profit organization, provides an opportunity for high school aged youth to experience firsthand what it takes to get started in a challenging law enforcement career. These young adults develop an awareness of the purpose, mission, and objectives of a career in law enforcement and receive hands-on training in various aspects of police work. Character development, physical fitness, good citizenship and patriotism are integral components of the overall program.

Oxnard Explorer Post #9286 is the largest Explorer Post in Ventura County and continues to be an exceptional link to the youth of our community. Explorers are commonly deployed in a wide variety of details, which include: parking control at the California Strawberry Festival, Salsa Festival, Dallas Cowboys Camp, California Strawberry Triathlon, Santa to the Sea Triathlon. They also provide traffic control at special events. The Explorers assist at DUI checkpoints, crime prevention outreach efforts, fingerprinting details, and other community outreach efforts.

Donation of Police Equipment

July 26, 2016

Page 2

The Explorer Program sustains itself with revenues from these details, and also by private donations. The Explorer Program purchases its own equipment such as fingerprinting equipment, trailers, passenger vans, and traffic control devices. The Explorer Program has been in need of a vehicle that can properly transport or pull its equipment.

The Oxnard Police Explorer Foundation purchased a new 2016 Ford 250 Crew Cab Truck in the amount of \$35,358.23 from Vista Ford of Oxnard. Upon approval, the Explorer Program intends to donate the vehicle to the City of Oxnard. Acceptance of the equipment and all responsibilities related to such ownership shall be transferred to the City of Oxnard.

The addition of the full size truck will also assist and help provide relief to the Oxnard Police Department in the form of adding a full size truck to its fleet to tow a number of trailers such as the DUI trailer, the Dive Team trailer, the Traffic trailer, and Utility Vehicle Trailer.

FINANCIAL IMPACT

This Agreement does not impact nor require contribution from the General Fund.

ATTACHMENTS:

Attachment A - Resolution Accepting Oxnard Police Explorer Foundation Vehicle Donation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACCEPTING
THE DONATION OF A 2016 FORD F250 TRUCK FROM THE OXNARD POLICE
EXPLORER FOUNDATION

WHEREAS, the Oxnard Police Explorer Foundation ("Foundation") has purchased a 2016 Ford F250 Truck in the amount \$35,358.23 ("vehicle"); and

WHEREAS, the Foundation wishes to donate the vehicle to the City of Oxnard for the benefit of, and for the use by the Oxnard Police Department; and

WHEREAS, the City of Oxnard desires to accept ownership of the vehicle ; and

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to accept the donation of the vehicle from the Foundation valued at \$35,358.23.

PASSED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Adopt Ordinance 2907 to Amend Certain Portions of Ordinance 2901 for
Wastewater Regional Treatment and Disposal Facility User Charges

CONTACT: Jay Duncan, Public Works
jay.duncan@oxnard.org, 385-8387

RECOMMENDATION:

That City Council adopt Ordinance No. 2907 amending Regional Treatment and Disposal Facility User Charges.

BACKGROUND

On January 26, 2016, the City Council adopted new wastewater rates. However, that ordinance did not amend the Regional Treatment and Disposal Facility User Charges. On July 19, 2016, City staff introduced Ordinance No. 2907, which amends Ordinance No. 2901, to change the Regional Treatment and Disposal Facility User Charges. The City Council voted 5-0 in favor of approving the first reading of the ordinance. Today, we bring forth Ordinance No. 2907 for adoption.

FINANCIAL IMPACT

If approved, the rate increase will provide additional revenues of \$640,000, for FY 2016/17 through FY 2019/20 for wastewater services in Fund 621 Wastewater Treatment.

Ordinance 2907 to Amend Certain Portions of Ordinance 2901
July 26, 2016
Page 2

ATTACHMENTS:

Attachment A - Ordinance 2907

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2907

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
WASTEWATER SYSTEM'S REGIONAL TREATMENT AND DISPOSAL FACILITY
USER CHARGES

WHEREAS, the regulations of the Federal Environmental Protection Agency (EPA) and the California State Water Resources Control Board (SWRCB) Revenue Program Guidelines require that the City of Oxnard's wastewater service charges conform to grant specifications for fair and equitable user fees; and

WHEREAS, the EPA and SWRCB revenue programs require the City to conduct periodic rate adjustment studies and to implement the recommendations thereof, to keep municipal wastewater services on a self-supporting basis; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated September 15, 2015 (Rate Study). The Rate Study assessed the Wastewater Enterprise's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, which collectively are incorporated into the recommended rates provided in this ordinance, so that the proportional cost of providing wastewater treatment and disposal service to the City's various customer classes are allocated consistently with all applicable legal requirements. The Rate Study and all the studies, plans and documents relied upon and incorporated in the Rate Study provide the basis for the rates and charges set forth herein; and

WHEREAS, Ordinance Number 2901 was adopted on the 26th of January, 2016, pursuant to the notice, 45-day waiting period, and public hearing requirements of Proposition 218, to set forth the City's wastewater system fees, charges, and user rates in accordance with the provisions of the City Code and the EPA/SWRCB guidelines; and

WHEREAS, both Ordinance Number 2901 and this ordinance reflect the Rate Study to provide updated supplemental fees and charges for certain special services; and

WHEREAS, Ordinance Number 2901 included a provision for the automatic adjustment of rates based on inflation and changes in certain third-party costs, which would apply to this ordinance as well; and

WHEREAS, the proposed rates displayed in this ordinance as effective beginning October 1, 2016, show the pre-authorized rates applicable October 1, 2016. However, the actual rates effective October 1, 2016, may vary based on the implementation of any automatic rate adjustments as may be authorized before the effective date of this ordinance; and

WHEREAS, Public Resources Code Section 21080(b)(8) and California Environmental Quality Act (CEQA) Guidelines Section 15273 provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby find as follows:

1. The adoption of this ordinance is exempt from CEQA because the fees adopted herein are for the following purposes:
 - a. Meeting operating expenses, including the increased cost of chemicals and energy sources, biosolids management, more stringent regulatory requirements, debt service, and Wastewater Division employee wages and fringe benefits; and
 - b. Purchasing and leasing supplies, equipment and materials associated with the provision of wastewater service; and
 - c. Meeting financial reserve needs and requirements; and
 - d. Obtaining funds for capital projects necessary to maintain wastewater service within the City service area, including repair and replacement of the extensive collection and disposal systems and treatment plant.
2. The basis for the foregoing claim of exemption is found in the Rate Study.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Upon the effective date of this ordinance, Ordinance Number 2901 Part 1(A) titled "Regional Treatment and Disposal Facility User Charges" is hereby amended to read as follows:

"A. Regional Treatment and Disposal Facility User Charges

The monthly rate for regional users (e.g., Channel Islands Beach Community Services District, El Rio, Oxnard, Nyeland Acres, Port Hueneme, Naval Base Ventura County - Port Hueneme, Naval Base Ventura County - Point Mugu) of the facility shall be calculated by the "Regional User Charge Formula" as follows:

$$RMUC = e (Vm) + f (Bm) + g (Sm)$$

Where:

RMUC = regional monthly user charge in dollars

Vm = monthly wastewater discharge in millions of gallons (volume)

Bm = monthly biological oxygen demand (BOD) discharge in thousands of pounds

Sm = monthly suspended solids (SS) discharge in thousands of pounds

e, f and g are unit cost coefficients established as follows:

Service		Effective October 1, 2016	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Monthly Wastewater Discharge/Millions of Gallons	e =	\$1,515.40	\$1,666.94	\$1,733.62	\$1,802.97

Ordinance No. 2907

Page 3

Monthly BOD Discharge/Thousands of Pounds	f =	\$171.68	\$188.85	\$196.41	\$204.27
Monthly SS Discharge/Thousands of Pounds	g =	\$251.59	\$276.75	\$287.82	\$299.34

Part 2. Except as expressly amended by this Ordinance, all other provisions of Ordinance Number 2901 shall remain in full force and effect as written in Ordinance Number 2901.

Part 3. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after October 1, 2016.

Part 4. If for any reason any part of this ordinance is held invalid or unenforceable, the City Council intends: (a) that the remaining parts of this ordinance remain in effect, and (b) that the ordinance provisions which would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 5. This ordinance shall be uncodedified.

Part 6. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance Number 2907 was first read on July 19th, 2016, finally adopted on July _____, 2016, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this _____ day of July, 2016, by the following vote:

AYES:

NOES:

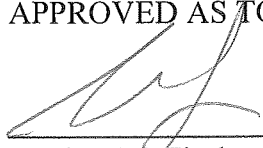
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve Plans and Specifications No. GS15-42 for Southwinds Park Phase I and II

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council: 1) Approve plans and specifications for Project Specification No. GS15-42 and authorize staff to conduct a public bid for Southwinds Park Playground, Walking Track and Restroom Improvements Phase I and Phase II, located at 455 W. Clara Street; and 2) Approve a Budget Appropriation recognizing additional CDBG funding in the amount of \$172,000 in order to complete the walking track and restroom improvements in Phase I.

BACKGROUND

The Southwinds Park Improvements Phase I project consists of replacing the playground and replacement of the park restrooms and walking track. The estimated cost for Phase I improvements is \$696,981. On April 28, 2015 City Council approved the use of CDBG funds in the amount of \$524,981 for Phase I services. CDBG funds are available in the amount of \$172,000 for completion of Phase I services. With City Council approval of this budget appropriation, there is sufficient funding to complete Phase I improvements.

Phase II includes upgrades to the exercise stations, baseball field backstop, fencing, tree planting, group and single bar-b-que area and equipment. The estimated cost for Phase II services is \$252,925. On May 3, 2016, City Council approved the use of CDBG funds in the amount of \$252,925 for Phase II services.

Approve Plans and Specs No. GS15-42 for Southwinds Park Phase 1 and 2
July 26, 2016
Page 2

The total estimated cost to complete both Phase I and Phase II improvements to Southwinds Park Project Specification GS15-42 is estimated to be \$949,906.

FINANCIAL IMPACT

CDBG funds of \$949,906 from project 165701 (\$350,000) and project 165702 (\$599,906) will be used to fund Phase I and Phase II of the Southwinds Park improvements.

Note: Plans and Specifications for Project No. GS15-42 will be available for review at the City of Oxnard Public Works Procurement office at 305 W. Third Street, 2nd Floor, East Wing, after 8:00 a.m. on Thursday prior to the City Council Meeting

ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: PW General Services
Project/Program
Manager: Ralph Alamillo

Date: July 19, 2016
Phone: (805) 385-8341

Reason for Appropriation:

Additional appropriation to complete the Southwinds Park Restroom and Walkway renovation for Phase I.

Accounts and Descriptions

AMOUNT

Fund: CDBG Entitlement (285)

Revenues/Transfers In

Grants Management (5139)

285-5139-531-7206 FEDERAL & STATE SOURCES / CDBG GRANT 172,000

Sub-total Revenues 172,000

Expenditures/Transfers Out

SOUTHWIND RESTROOM/WALKING (Project 165702)

285-5750-826.86-05 IMPROV NOT BUILD-MAJOR RE 172,000

Sub-total Expenditures 172,000

Net Change to Fund Balance 0

Net Appropriation Change 172,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 1

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Arturo Casillas, Housing Director

SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan Agreements with Habitat for Humanity of Ventura County

CONTACT: Ruth Johnson, Housing
ruth.johnson@oxnard.org, 385-7404

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing to receive comments on the proposed First Amendment to the FY 2014-2015 Annual Action Plan;
2. Approve the FY 2014-2015 Annual Action Plan first amendment and authorize the City Manager to submit the Council approved First Amendment to the U.S. Department of Housing and Urban Development (HUD) for approval;
3. Approve a special budget appropriation of \$95,337 to re-program HOME program income revenue into the Community Housing Development Organization project;
4. Approve a special budget appropriation of \$162,244 from received HOME program income revenue into the City's First Time Homebuyer project;
5. Approve and authorize the Mayor to execute a HOME Participation Agreement (A-7897), an Affordable Housing Agreement (A-7898) and an Affordable Housing HOME CHDO Set-Aside Loan (A-7899) with Habitat for Humanity of Ventura County, providing gap financing in the amount of \$577,149 for the construction of six (6) single family homes.

The proposed action will:

- 1) Provide \$577,149 in HOME Investments Partnership Program (HOME) funds and deed a property at First Street and Hayes Avenue to Habitat for Humanity (Habitat) of Ventura County (Habitat) for the construction of six single-family dwellings for low-income families; and will
- 2) Appropriate \$162,244 from received HOME program income revenue to provide homebuyer down-payment assistance

The City is required by its Citizen Participation Plan to amend its Annual Action Plan (AAP) whenever it wishes to implement “a substantial change.” A substantial amendment is defined as a change in programming for 25% of an annual grant amount or a change in an activity’s address. In the proposed action \$384,900 in HOME funds that were originally designated in the FY 2014-2015 AAP as being for a project on Etting Road by Cabrillo Economic Development Corporation (CEDC) are being reprogrammed for a project to be developed by Habitat at First Street and Hayes Avenue in the Colonia Neighborhood. Other anticipated funding for the Etting Road project has been delayed, and the HOME funds in question would not be used in advance of their expiration date if not reassigned to Habitat. HOME funds can only be committed when a project has the balance of its funding in place. The HOME funds must be obligated by Sept. 30, 2016, or they will be recaptured by the U.S. Department of Housing and Urban Development (HUD).

Both CEDC and Habitat are designated as Community Housing Development Organizations (CHDOs) by the City of Oxnard. The City of Oxnard receives a direct allocation of HOME funds from HUD for the financing of affordable housing. Fifteen percent (15%) of these funds must be set-aside for the production of affordable housing by a CHDO.

Habitat is a non-profit housing organization that works to provide adequate housing by repairing and building simple, decent homes in partnership with people in need. Since its founding in 1983, Habitat has built 60 new homes and repaired more than 300 houses in Ventura County, including six homes in Oxnard. Habitat also manages affordable housing units, including some with supportive services. This will be Habitat’s second project in the City of Oxnard.

Under the proposed project, Habitat will partner with families and volunteers who will invest hundreds of hours (usually around 500 hours) into building the homes, creating what is widely

known as “Sweat Equity.” Families will participate in educational workshops to prepare themselves for homeownership and when the construction is finished, they will repay the entire amount that it cost to build their homes through low monthly, no-interest mortgage payments to Habitat.

The land for the proposed project is owned by the City of Oxnard and measures 20,800 square feet, or .48 of an acre. It was originally purchased in 2006 for a different affordable housing project that failed. Part of the funding used to purchase the property consisted of \$556,772 in HOME funds. If an affordable housing project is not developed on the site, the City will have to re-pay this amount from non-grant funds to the U.S. Department of Housing & Urban Development.

The proposed development project will consist of three 3-bedroom/1.75 baths single-family houses of approximately 1,200 square feet with two - car garages and three 2-bedroom/1-bath single family houses of approximately 800 square feet with one (1) car garages. The total cost of the project, minus the land value, is estimated to be \$1.8 million, or an average of \$300,000 per residential unit. The pre-construction phase can last up to one-year from the date that the agreements are signed with the City, and construction is to be completed within two years after that.

Habitat has been constructing houses based on owner/builder criteria, since the families that will own the homes participate in the construction. Nonetheless, Habitat has now applied to receive a State of California Contractor’s License through the Department of Consumer Affairs Contractors State License Board (CSLB). Habitat anticipates that they will receive their license within the next few months. Habitat will provide proof of a valid Contractor’s License under their name, or contract with a General Contractor to carry out the project, prior to disbursement of any City HOME funds for this project. Should Habitat contract with a General Contractor for this project, the contractor would have to be approved by the City’s Housing Director in writing.

Several agreements address terms of the proposed transaction. The *HOME Participation Agreement* provides that the required HOME Program regulations are complied with and that all City regulations, ordinances, permits and inspections are adhered to (Attachment #D). The *Affordable Housing Agreement* provides for an additional period of affordability to cover a period of up to 45 years (Attachment #E). This Agreement also includes the transfer of the granted land to Habitat through a Grant Deed. The *Affordable Housing HOME CHDO Set-Aside Loan Agreement* (Attachment #F) provides for the HOME regulations specific to CHDO’s. It also provides that the City will waive repayment of the HOME construction funds provided that Habitat meets the obligations to design, develop and produce the six (6) affordable homes and all of the project requirements.

While the public hearing is being held in connection with an amendment to the City of Oxnard's Annual Action Plan to re-purpose a portion of the funds that are being allocated to Habitat for this project, one of the recommendations also provides for the approval and appropriation of \$162,244 in HOME program income to be use for homeowner down payment assistance.

FINANCIAL IMPACT

If the proposed recommendations are approved, funds in the amount of \$577,149 will be available for the construction of six affordable homes for low-income buyers and funds in the amount of \$162,244 will be available for down-payment assistance programs as follows:

Account #295-5162.804-8602, Project 775193 \$95,337 2012 CHDO Development

Account #295-5162.804-8602, Project 775198 \$96,912 2013 CHDO Development

Account #295-5162.804-8602, Project 775203 \$384,900 2014 CHDO Development

Account 295-5163-804-8364, Project 775204, \$162,244, 2014 Homebuyer Assistance

ATTACHMENTS:

Attachment A - Citizen Participation Plan

Attachment B - Notice of 30-day Public Review Period

Attachment C - Requests for Budget Appropriation

Attachment D - HOME Participation Agreement

Attachment E - Affordable Housing Agreement

Attachment F - Affordable Housing CHDO Set-Aside Loan Agreement

CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

ANNUAL ACTION PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a annual ANNUAL ACTION Plan and Annual Action Plan component. The ANNUAL ACTION Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a ANNUAL ACTION Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the ANNUAL ACTION Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the ANNUAL ACTION Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the ANNUAL ACTION Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income

- Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed ANNUAL ACTION Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The ANNUAL ACTION Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The ANNUAL ACTION Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted ANNUAL ACTION Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's ANNUAL ACTION Plan and the City's use of assistance under the programs covered by the plan during the preceding annual or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed ANNUAL ACTION Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the ANNUAL ACTION Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the ANNUAL ACTION Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the ANNUAL ACTION Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final ANNUAL ACTION Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final ANNUAL ACTION Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the ANNUAL ACTION Plan.
- The City shall amend the ANNUAL ACTION Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or

- A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

knows to be false, is guilty of a crime.
(B & P Code § 17913)
/s/ SNAPPER JACK'S OF
THOUSAND OAKS, INC.
LAURA PLASMYER
OFFICER/V.P.
NOTICE - In accordance with subdivi-
sion (a) of Section 17920, a fictitious
name statement generally expires at
the end of five years from the date on

Full Name of Registrant(s):
ROGER'S MANUFACTURE &
INSTALLATION, INC.
3664 LEEWARD WAY
OXNARD, CA 93035
This business is conducted by a Cor-
poration. The registrant commenced
to transact business under the fictitious
business name or names listed above
on 3/29/2011. This statement was

authorize the use in this state of a ficti-
tious business name in violation of the
rights of another under Federal, State,
or Common Law (see section 14411
ET SEQ., Business and Professions
Code). PUBLISH:
VCVN JUNE 9, 16, 23, 30, 2016
FICTITIOUS BUSINESS NAME
STATEMENT FILE No. 20160527-
10010337-0 The following person(s)

vision (a) of Section 17920, a fictitious
name statement generally expires at
the end of five years from the date on
which it was filed in the office of the
county clerk, except, as provided in
subdivision of section 17920, where it
expires 40 days after any change in the
facts set forth in the statement pursuant
to section 17913 other than a change in
residence address or registered owner.

ON 5-2-2016, this statement was filed
with the County Clerk of Ventura
County on May 17, 2016.
By signing below, I declare that all
information in this statement is true
and correct. A registrant who declares
as true information, which he or she
knows to be false, is guilty of a crime.
(B & P Code § 17913)
/s/ RYAN DOYON

L.A.1.b

**CITY OF OXNARD
NOTICE OF 30-DAY PUBLIC REVIEW
FIRST AMENDMENT OF THE FY 2014-2015
ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that the City has prepared the First Amendment of the FY 2014-2015 Annual Action Plan (AAP), approved by the City Council on June 03, 2014.

NOTICE IS HEREBY FURTHER GIVEN that the First Amendment will be presented to the City Council for approval on the following date:

DATE: July 19, 2016
LOCATION: 305 West Third Street,
Oxnard, California 93030
City Council Chambers
TIME: 6:00 PM, or as soon thereafter as possible

At this meeting, the City Council will receive public comments regarding the Amendment related to the reallocation of the HOME Investment Partnerships Act Program, Community Housing Development Organization (CHDO) Set Aside funds. These funds were previously reserved for Cabrillo Economic Development Corporation (CEDC), but are now proposed to be reallocated to the new CHDO, Habitat for Humanity. Habitat is proposing to develop five single family for sale affordable housing units located at the corner of 1st Street and Hayes Avenue.

PUBLIC COMMENTS

The public review period will start on June 17, 2016 and end on July 17, 2016. Copies of the amended pages of the Annual Action Plan will be available for public review at the following locations:

City of Oxnard Main Library
251 South "A" Street

City of Oxnard City Clerk's Office
300 West Third Street, Fourth Floor

City of Oxnard Housing Department
435 South "D" Street

All written comments related to these amendments need to be submitted to the Grants Management Division of the Housing Department, no later than 5:00 p.m., on July 17, 2016.

Questions and written comments may be addressed to the following:

Norma J. Owens, Grants Manager
City of Oxnard, Housing Department
435 South "D" Street
Oxnard, CA 93030
Norma.owens@oxnard.org



Published VCVN Date: 06/16/16

REQUEST FOR BUDGET APPROPRIATION

Department: HOUSING
 Project/Program
 Manager: RUTH JOHNSON

Date: July 19, 2016
 Phone: 805-385-7404

Reason for Appropriation:

AMENDMENT OF 2014-2015 ANNUAL ACTION PLAN TO AWARD A HOME CHDO SET-ASIDE LOAN WITH HABITAT FOR HUMANITY OF VENTURA COUNTY

Accounts and Descriptions

AMOUNT

Fund: 295-HUD HOME

Revenues/Transfers In

CHDO PY 2012

295-5162-531-7205 FEDERAL & STATE SOURCES/HOME LOANS AND GRAN. 95,337

Sub-total Revenues 95,337

Expenditures/Transfers Out

CHDO PY 2012 PROJECT 775193

295-5162-804-8602 CAPITAL OUTLAY/BUILDING NEW 95,337

Sub-total Expenditures 95,337

Net Change to Fund Balance 0

Net Appropriation Change 95,337

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Attachment C

Page 1 of 2

BA# (Finance Use Only)

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

R

Packet Pg. 45

REQUEST FOR BUDGET APPROPRIATION

Department: HOUSING
 Project/Program
 Manager: RUTH JOHNSON

Date: July 21, 2016
 Phone: 805-385-7404

Reason for Appropriation:

AMENDMENT OF 2014-2015 ANNUAL ACTION PLAN TO REPROGRAM \$162,244 FROM RECEIVED PROGRAM INCOME REVENUE FOR FIRST TIME HOMEBUYER DOWN PAYMENT ASSISTANCE PROGRAMS

Accounts and DescriptionsAMOUNT

Fund: **295-HUD HOME**

Revenues/Transfers In

HOMEBUYER ASSISTANCE PY2014

295-5163-531-7205	FEDERAL & STATE SOURCES/HOME LOANS AND GRANT	<u>162,244</u>
	Sub-total Revenues	<u>162,244</u>

Expenditures/Transfers Out

H/B ASSISTANCE PY 2004 PROJECT 775204

295-5163-804-8364	HOUSING ASSISTANCE LOANS/GRANTS	<u>162,244</u>
	Sub-total Expenditures	<u>162,244</u>

Net Change to Fund Balance	<u>0</u>
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Net Appropriation Change	<u>162,244</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Attachment C

Page 2 of 2

AGREEMENT FOR HOME PROGRAM PARTICIPATION

THIS AGREEMENT FOR HOME PROGRAM PARTICIPATION (the “Agreement”) is entered into as of the ____ day of _____, 20____, between the City of Oxnard (“City”), a public body (hereinafter referred to as the “City”) and Habitat for Humanity Ventura County, a non-profit ecumenical Christian housing ministry that helps very low and low income persons develop and own housing (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, City has received a HOME Investment Partnership allocation from the Department of Housing and Urban Development (“HUD”) to carry out eligible activities in accordance with HOME Program requirements set out in 24 CFR 92; and,

WHEREAS, Developer is a community housing development organization (“CHDO”), recertified as a CHDO by the City as a “community housing development organization” as that term is defined in 24 CFR §92.2 specifically for this project, capable of carrying out elements of City’s approved housing strategy and has been encouraged to so; and,

WHEREAS, City, acting in the capacity of a lender, will monitor the Project (as defined in I.A. below) to ensure Developer’s compliance with all HOME Program requirements, and Developer in its capacity as owner, will comply with all program requirements under 24 CFR 92.

WHEREAS, City has received 5 parcels of land (the “Property”) in foreclosure from a previous HOME CHDO Set-aside Homeownership development project originally to be used for the design, development and sale of affordable homeownership housing units. City has received permission from HUD LA Field Office to continue a homeownership project on the property as long as the project utilizes a CHDO for the project. This is an exception to the four-year completion limit on a project.

WHEREAS, Developer desires to use the five parcels of land (the “Property”) at the corner of First Street and Hayes Avenue to develop affordable housing for low-income households according to their mission.

WHEREAS, the City is willing to convey the five (5) parcels, with a purchased value at \$840,000 (of which \$556,772 are HOME funds and \$283,228 from In-Lieu Fees), in exchange for the production of and sale of 3 affordable homeownership-housing units for the HOME land donation and 3 affordable homeownership-housing units for additional HOME funds of \$577,148 toward construction costs from the fiscal years 2012-2013 2013-2014, and 2014-2015 HOME CHDO-Set-Aside allocations. The first sold unit within six months will be designated for the meeting the requirements of the 2012/20113 Appropriations Act for HOME funds granted in FY2012-2013 of \$95,000. The remaining two will be designated for the HOME funds under the requirements of the 2013 HOME Final Rule. That certain Grant Deed with Restrictions referenced as Exhibit A of the Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development dated _____ is

herein included by reference, provides the legal description of the five (5) parcels for the land donation in its Exhibit A.

WHEREAS, upon receipt of HOME funds from HUD, City awarded \$556,772 of HOME —funds, \$ 283,228 from In-Lieu Fees for the donation of land purchased for a previous affordable housing homeownership project will be valued at the current appraised value, and Construction Loan Funds totaling \$577,148 to Developer from the fiscal years 2012-2013, 2013-2014, and 2014-2015 HOME CHDO-Set-Aside allocations along with recognized program income which must be spent prior to using any program funds and entered into that certain “Affordable Housing HOME CHDO Set-Aside Loan Agreement with Habitat for Humanity of Ventura County for the First and Hayes Affordable Development dated July __, 2016 (hereinafter “**Loan Agreement**”), incorporated herein by this reference which requires Developer to develop and sell those certain six single family homeownership property located on five parcels at the corner of First and Hayes Oxnard, California more particularly described in Section 5.1 below in accordance with all HOME program regulations set forth in 24 CFR Part 92. Developer reserved one hundred percent of City’s HOME funds to invest in housing to be sold to low-income households at an affordable housing cost by Developer, as evidenced by legal title or a valid contract of sale; and

WHEREAS, in order to comply with the requirements of 24 CFR § 92.504, both parties hereby enter into this Agreement. This agreement is intended to enable the City and Developer to comply with the requirements of i) the HOME program regulations, as set forth in 24 CFR Part 92 currently, and as may be amended throughout the term of this agreement, and ii) applicable federal law and regulations (collectively, the “HOME Regulations”).

CITY AND DEVELOPER MUTUALLY AGREE AS FOLLOWS:

Developer shall serve as the developer of the First & Hayes Affordable Development Project pursuant to the HOME Regulations. Acting in this capacity, Developer shall design and develop an affordable homeownership project which complies with 24 CFR Part 92 in all aspects, including but not limited to the following:

Section 1. DEFINITIONS

1.1 Definitions. As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in 24 CFR 92.2

1.1.1 Adjusted income means adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes according to 24 CFR §92.2.

1.1.2 Affordability means that the total monthly housing expense for the homeownership property will be evaluated as well as the overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial

HABITAT FOR HUMANITY OF VENTURA COUNTY
HOME PARTICIPATION AGREEMENT

resources to sustain homeownership; and whose gross incomes will not exceed 80 percent of the area median income for the Oxnard-Ventura-Thousand Oaks metropolitan statistical area distributed by HUD and adjusted for family size appropriate to the size of the homeownership housing unit in compliance with 24 CFR § 92.254(5) (i).

1.1.3 Annual income means annual income stated in 24 CFR 92.203 which has the same meaning as it is defined at 24 CFR 5.609. Those items listed in 24 CFR 5.611 are excluded from the calculation of annual income.

1.1.4 Area Median Income means the median family income of a geographic area of the state, as annually estimated by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937: the median income for the Ventura County, Oxnard-Thousand Oaks-Ventura area with adjustments for household size, as adjusted from time to time by HUD.

1.1.6 First-time homebuyer means an individual and his or her spouse who have not owned a home during the three-year period prior to purchase of a home. The term first-time homebuyer also includes an individual who is a displaced homemaker or single parent, as those terms are defined in this section. An individual shall not be excluded from consideration as a first-time homebuyer on the basis that the individual owns or owned, as a principal residence during the three-year period, a dwelling unit whose structure is not permanently affixed to a permanent foundation in accordance with local or other applicable regulations (such as a mobile home) or is not in compliance with State, local, or model building codes, or other applicable codes, and cannot be brought into compliance with the codes for less than the cost of constructing a permanent structure.

1.1.7 Commit to a specific local project means that: if the project consists of rehabilitation or new construction (with or without acquisition) the participating jurisdiction (City) and project owner (Developer) have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project for which:

1. All necessary financing has been secured,
2. A budget has been established,
3. A schedule has been established, and
4. Underwriting has been completed and under which construction is scheduled to start within twelve months of the agreement date. If the project is owned by the City, the project has been set up in the disbursement and information system established by HUD and construction can reasonably be expected to start within twelve months of the project set-up date.
5. Subject to environmental review including review and response by the State Historic Preservation Officer (SHPO), particularly where vacant land is being broken, whether any demolition of existing non-compliant structures will be done.

6. Subsidy layering analysis is done to ensure that the project only uses enough HOME funds to make the project feasible and does not exceed the maximum subsidy allowed by HOME regulations.

- 1.1.8 Displaced homemaker** means an individual who: (1) is an adult; (2) has not worked full-time full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and (3) Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
- 1.1.9 Family:** Family has the same meaning given that term in 24 CFR 5.403 used for the housing choice voucher system and public housing.
- 1.1.10 Fee:** is hereby defined as the amount of money the City agrees to pay and the Developer agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the Work if the Developer will not be sharing in the proceeds of the sale to the homebuyer.
- 1.1.10 Homeownership** means ownership in fee simple title in a 1- to 4-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD.
- 1.1.11 Household** means one or more persons occupying a housing unit.
- 1.1.12 Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
- 1.1.13 Net Proceeds from resale of property** are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.
- 1.1.14 Owner investment** means the amount of the down payment that the owner used owner's funds without additional monetary assistance. The cost of any improvements to the property, excluding any items that would be considered maintenance under City Code Chapter 14-8 (a copy of the International Property Maintenance Code, 2006 edition is on file with the City Clerk's office), as evidenced by receipts and taking 7% straight-line depreciation into account, are also part of the owner investment.
- 1.1.15 Proceeds** means the profit from the sales of the newly constructed homes to the first-time homebuyer after all expenses and construction costs have been paid and all liens released. The proceeds will be addressed in a separate section (See 7.3 Program Income and Other Proceeds) as to who will receive the proceeds – the CHDO or the City.

- 1.1.16 Project Completion:** A project is considered complete under HOME regulations 24 CFR §92.2 when it meets certain conditions, including: construction completion, title transfer, property standards met, funds disbursed and drawn, and completion info entered into IDIS (homebuyer projects require beneficiary data, while rental projects can be completed as “vacant”).
- 1.1.17 Recapture** is when the City recoups all or a portion of the direct HOME subsidy when the property is no longer the principal residence of the family or household during the period of affordability.
- 1.1.18 Single-family housing** means a one-to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.
- 1.1.19 Single parent** means an individual who: (1) is unmarried or legally separated from a spouse; and (2) has one or more minor children of whom the individual has custody or joint custody, or is pregnant.
- 1.1.20 Uniform Physical Condition Standards (UPCS)** means uniform national standards established by HUD pursuant to 24 CFR 5.703 for housing that is decent, safe, sanitary, and in good repair. Standards are established for inspectable items for each of the following areas: site, building exterior, building systems, dwelling units, and common areas.
- 1.2 Other Definitions.** As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations.
- 1.2.1 Affordable Housing Cost** as used herein had the following meaning:
- *For a lower income household whose gross incomes exceed the maximum income for very low-income households and do not exceed 80 percent of the area median income, an “Affordable Housing Cost” is a monthly housing cost (assuming a reasonable down payment not to exceed 10%) that does not exceed the Affordability Requirements of 24 CFR §92.254 (5) (i) and Title 25 of the California Code of Administrative Regulations §6924 (b) (1);.*
- 1.2.2 Housing Cost** has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It includes the annual cost of the primary loan (principal and interest) with no more than a reasonable down payment (10%), cost of hazard insurance for the replacement cost of the property and loss of use while property is restored to original condition and current codes where required, property taxes, utilities, trash, water/sewer, HOA fees, as applicable. This is the annual cost of these items or a monthly housing cost where the monthly housing cost for a purchaser shall be the

average of the estimated monthly charges of these costs for the next twelve (12) months in accordance with 25 California Code of Administrative Regulations §6920.

- 1.2.3 Family size appropriate for the unit** has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations § 6924 (b) (1).
- 1.2.4 Monthly adjusted income** has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It does not exceed one-twelfth of the adjusted income of the homebuyer.
- 1.2.5 Monthly income** has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It does not exceed one-twelfth of the annual income of the homebuyer.

Section 2. Term

- 2.1 **Timetable.** The Developer expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.
- Developer shall complete all plans and predevelopment activities within one year of the date of this agreement. **On or before July 31, 2017**
 - Developer shall be ready to start construction within one year of the date of this agreement. **On or before July 31, 2017**
 - Developer shall finish all construction on the six affordable single-family housing units within two years from the start of construction. **On or before July 31, 2019.**
 - The first affordable unit sold to a low-income buyer within six months of the completion of construction and the certificate of occupancy will show compliance with the requirements the 2012/2013 Appropriations Acts for the funds attributed to that would need to be converted to HOME-assisted Rental Housing Units if not sold by that date. **On or before December 31, 2019.**
 - The next two affordable units sold to low-income buyers within nine months of the completion of construction and the certificate of occupancy will show compliance with the requirements of the 2013 HOME Final Rule, effective August 23, 2013 and afterwards. Otherwise, the unsold units with this designation will be converted to rental housing and meet all the requirements of 24 CFR §92.252 during the HOME period of affordability of fifteen (15) years from the date the units were placed in service (if rental housing units) or from the date the unit was sold to a low-income household. **On or before March 31, 2020.**
 - The last three affordable housing units are not subject to the requirement to convert to rental housing if the units are not sold within six or nine months of the close of construction and certificate of occupancy from the City has been obtained for either the

2012/2013 Appropriations Act or the 2013 HOME Final Rule as those funds were originally from pre-2013 HOME grants given to the City of Oxnard.

- Developer will monitor each of the six HOME affordable homeownership (or rental-housing unit(s) if not sold within the time allotted for the fifteen year HOME period of affordability. **On or before December 31, 2035.**
- The term of this contract will end when the last homeownership or rental unit has completed its compliance with HOME regulations, as may have been amended throughout the term of HOME period of affordability. The approximate term of this contract will end **no later than December 31, 2035** subject to changes that might be made due to change orders or delays in the project schedule approved by the Housing Director.

2.2 Compliance during Affordability Period. In addition, this project is subject to ongoing compliance requirements of HOME for 15 years from the date of initial occupancy and an additional 30 years under the City of Oxnard Affordable Housing Ordinances to encourage development of affordable housing, both homeownership and rental. During this compliance period, the Developer will assure continued compliance with HOME requirements for the period attributed to HOME (the first 15 years). For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale. For rental units, this includes ongoing property standards, occupancy and rent limits compliance. Should the City become responsible for monitoring units for principal residency and recapture of funds at time of resale, the Developer will pay City a monitoring fee for the recertification of owner occupancy as well as the reimbursement of monitoring fees to verify that Developer is monitoring during the period of the affordability restriction. Refer to SECTION 15. FEES FOR THE RECOVERY OF MONITORING COSTS of that certain Affordable Housing Agreement dated July __, 2016 incorporated herein by reference. See Exhibit E Schedule of Monitoring Fees for this HOME Participation Agreement. This exhibit will explain and list the fees for the First & Hayes Affordable Development.

2.3 Timely completion of the work. Completion of the work within deadlines specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the Developer that the Project will be completed as expeditiously as possible and that the Developer will make every effort to ensure that the project will proceed and will not be delayed.

Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

2.4 Time is of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time. Since it is mutually agreed that time is of the essence as regards this agreement, the Developer cause appropriate provisions to be inserted in all contracts or subcontracts relative to

the work tasks required by this agreement, in order to ensure that the Project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Developer and its successors and assigns to the project or any part thereof or any interest therein.

- 2.5 Notification to City of Delays in Schedule. In the event the Developer is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Developer, the City shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of the Developer to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 2.6 Extensions to Schedule. If the Project is not complete, as evidenced by certificates of occupancy for the units, and if conveyances of the units to a low-income family has not been made on or before two years from the start of construction on the Property to Developer, Developer shall be in default hereunder, and shall, upon demand by City, reconvey the Property together with all improvements thereon to City, provided, however, that the period for completion of the Project date may be extended for a period not to exceed one additional year by written agreement signed by City's Housing Director and concurrence by HUD LA Field Office.

Section 3. Project Description

- 3.1 Affordable Homeownership Housing Units Developed. This Agreement provides funds and land for the development of six (6) affordable single-family dwellings (collectively the "affordable units"); the affordable units shall be made available by the Developer and sold by the Developer only to a low-income family at the affordable housing cost to such family as provided in this Agreement. Therefore, if a density bonus is given for the project the affordable housing resale restriction period will be for **45 years** after the date of the first sale of the affordable units, the units shall not be sold to other than a low-income family at a price which results in an Affordable Housing Cost to that family. Provided that the units continuously have been owner-occupied by a low-income family in accordance with the agreements between the owner and the City, all income related restrictions will terminate in 45 years following the date of the first sale of the units. Otherwise, the additional 15-year restriction period will be under the affordable housing program. These restrictions shall be independent of any resale restrictions imposed by Developer.
- 3.2 Regulatory Agreement. Developer will execute an Agreement Containing Covenants Affecting Real Property ("Regulatory Agreement") in the form and substance referenced and incorporated herein as Exhibit C. Regulatory Agreement of the Loan Agreement, restricting sale of the affordable units to low-income families as set forth above. The restrictions of this Regulatory Agreement are in addition to and independent of the restrictions imposed by any other funding or regulatory entity.

3.3 City Participation. Subject to and in accordance with the terms and conditions set forth in this Agreement, City shall do the following:

3.3.1 Property Conveyance. City will, subject to and in accordance with the terms and provisions of this Agreement, convey the Property to Developer by Grant Deed, in the form and substance of *Exhibit A. Grant Deed with Restrictions with Habitat for Humanity of Ventura County for the First & Hayes Affordable Development* of that certain *Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development* dated July __, 2016, herein incorporated by reference.

Within ten days of the execution of this Agreement, City will provide Developer with a Preliminary Title Report issued by Chicago Title Company, showing liens and encumbrances, if any, on the Property. Within ten days of receipt of the report, Developer shall inform City in writing which, if any, of the liens and encumbrances will be removed. In the event that City indicates that it will not remove an encumbrance, Developer shall have the option to cancel the transaction or not, and shall inform City in writing of its decision within ten days. If Developer does not so notify the City, Developer will be deemed to have accepted the encumbrance(s). At the close of escrow, City will provide, at City's expense, a CTLA owners policy of title insurance at a cost no greater than \$1,550.00 to the City, insuring that title as set forth in the Preliminary Title Report. Developer may, at Developer's option, obtain a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor showing a legal description and boundary lines of the property, any easements of record, and any improvements, poles, structures and things located within ten feet of either side of the property boundary lines. Any such survey shall be prepared at Developer's direction and expense.

If Developer obtains such a survey and has approved the ALTA title supplement, Developer may elect, prior to the close of escrow, to have an ALTA extended owner's form of title policy, in which event Developer shall pay any additional premium attributable thereto.

Section 4. Scope of Work.

- 4.1 The Project shall meet all City ordinances, conditions, rules and regulations and shall be required to have approval of the City of Oxnard Planning Commission and City Council as provided by City ordinances, resolutions, and other applicable requirements. Nothing in this Agreement requires City to exercise its police or regulatory power in a certain manner.
- 4.2 Construction Management. Developer shall provide all construction management for the Project. Developer will coordinate with neighborhood groups and the City Planning Department to insure

that the affordable units are constructed according to quality constructions standards, and to insure that the units are constructed in conformity with the surrounding community.

4.2.1 HOME Requirements for Construction Management. City must ensure the construction contract(s) and construction documents describe the work to be undertaken in adequate detail so that inspections can be conducted according to 24 CFR §92.251.

- a. City Affordable Housing staff will review written construction contracts and documents to determine that language for material and workmanship quality based upon HOME property are specific enough for progress inspections to be made.
- b. Materials and workmanship quality specifications will consider the following:
 - i. materials and workmanship will be able to withstand normal life- cycle estimates based upon normal wear and tear that meets industry standards such as provided by RS Means Construction Cost Estimating Data or equivalent.
 - ii. Allow for accessibility and visit ability by persons with mobility disabilities. See Section 5.3.2 Project and Property Standards d. Accessibility Requirements for Development.
 - iii. Shall consider disaster mitigation materials and construction methods when preparing plans and specifications as required under 24 CFR §92.251(a) (2) (iii). (Example only: Using Mold Resistant Drywall 1/2" X 4' X 8' panels where areas may receive 100-year or less flooding or areas where water damage from major systems might occur instead of regular drywall panels to finish the hallways or under plumbing lines" or raising the elevation for the foundation to prevent some damage due to possible flooding).
 - iv. Major systems. Major systems consist of: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning. Upon project completion, each of the major systems is to have a remaining useful life for a minimum of 5 years or for such longer period specified by the City; City anticipates that the major systems will meet life-cycle estimates of longer than 5 years.
- c. Progress Inspections. City Housing Inspector or contract Inspector for City will perform progress inspections at regular intervals to verify that materials and processes that are being submitted for reimbursement meet the specifications of the construction contract and documents and the level of completion the tasks have been accomplished satisfactorily to reimburse Developer appropriately.

- d. The scope of work for the construction contract shall be of sufficient detail to allow the City's periodic inspection of the six (6) HOME-assisted units to determine compliance with the City's new construction standards.
 - i. A progress inspection for the construction only will be done at most, every time the Developer submits requests for payment, but no less than an initial inspection prior to start construction, 25% complete, 50% complete, 75% complete and/or 90% complete.
 - ii. A final construction inspection is required when the building is 100% completed.
 - (a) Progress inspections will include review of the permits and any comments that City Building Inspectors have made for the permits and inspections, including the final building inspection by the Building and Safety Division of Development Services.
 - (b) Progress inspections will compare materials and construction methods with those specified in the construction documents and specifications.
 - (c) If materials and/or construction methods, and measurements differ from plans and/or specifications, City Housing staff and/or Housing inspector will verify that change orders have been received and approved by the City before work was/is done.

4.3 Marketing and Sale of Affordable Units

- 4.3.1 Affirmative Marketing. As the Project has 6 units, Developer will prepare an affirmative marketing plan or document which will include information about how Developer will attract eligible persons in the housing market area without regard to race, color, national origin, sex, religion, familial status, or disability. Refer to SECTION 10. OTHER PROGRAM REQUIREMENTS. Section 10.3. Affirmative Marketing for additional requirements for the Affirmative Marketing Plan.
- 4.3.2. Minority Outreach. To the maximum extent possible, Developer will keep records of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the Developer with such persons or entities, public and private, in order to facilitate the activities of the Developer to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 200.321 of title 2 Code of Federal Regulations describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

4.3.3 Homebuyer Selection. Subject to applicable federal and state fair housing laws, Developer will establish restrictions and preferences for initial sale of the affordable units as follows:

- a. The units will be conveyed only to Oxnard residents.
- b. The units will be conveyed only to a family, no member of which has owned an interest in a home during the past three years.
- c. The initial conveyance of the units from the Developer to the initial homebuyer shall be by a grant deed in the form of *Exhibit D. Grant Deed with Resale and Refinancing Restrictions* of that certain *Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development* dated July __, 2016, herein incorporated by reference. The initial grantee shall execute and deliver the Grant Deed with Restrictions, and Developer shall cause to be recorded, a Resale Restriction Agreement in the form of *Exhibit B Resale Restriction Agreement for First and Hayes Affordable Development* of that certain *Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development*, dated July __, 2016, herein incorporated by reference, and a Deed of Trust with Assignment of Rents in the form of *Exhibit C Deed of Trust with Assignment of Rents* of that certain *Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development*, dated July __, 2016, herein included by reference, shall be used when conveying the property to the initial homebuyer.

Section 5. USE OF HOME FUNDS

5.1 Previous allocation and use of HOME funds: The parties to this Agreement agree and acknowledge that in 2012, City received the land described and depicted in Exhibit “A” of that certain *Exhibit A. Grant Deed with Restrictions* of that certain *Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development*, dated July __, 2016, previously incorporated by reference, which is located at the corner of First Street and Hayes Avenue, more specifically, APN# 201-0-112-080, 129 N. Hayes Avenue, APN # 201-0-112-090, 125 N. Hayes Avenue, APN# 201-0-112-330, 221 E. First Street, APN# 201-0-112-100, no common designation and APN# 201-0-112-110, also no common designation in Oxnard, California.

- 5.1.1 The City is willing to donate and transfer the five parcels to the Developer in order to make the housing units for homeownership affordable to low-income households that are within the maximum income limits, as adjusted by household size, as required by the HOME regulations and California Code of Regulations §65915- §65918 for the density bonus.
- 5.1.2 Developer will develop and construct on Property, a total of six (6) units of single-family residential detached housing, three of which will be three (3) bedrooms, one (1) bath with a detached two (2) car garages, located on three separate parcel lots and three units of single-family residential detached housing located on two parcel lots that will be merged. The other

design will be one or two bedroom, one (1)-bathroom units of approximately 700 square feet with a one (1)-car garage each.

- 5.1.3 Developer will use HOME funds in the amount of \$577,184, which constitutes last “gap financing” to make the Project feasible, along with the other funds that Habitat for Humanity Ventura County will provide as HOME Matching funds to construct the three (3) 3-bedroom single-family detached residences with two-car garages units throughout the “Project” (“HOME-Assisted” Units) and on the two parcel lots that will be merged will have three (3) single-family detached residences, three of which will be one-bedroom or possibly two-bedroom with a one-car garage.

City’s commitment of HOME funds during the pre-development and construction phases is contingent upon receipt of an ALTA Lender’s Policy showing title vested in Developer with City’s subordinated deed of trust in second position only to a construction bridge loan during construction and to the lien of taxes not yet due and payable and easements which in the sole judgment of the City’s Housing Director do not interfere with possession or use of the Property for the purposes of the Project or affect the value of the Property.

City’s obligation to make the loan is conditional upon receipt of information to satisfy Affordable Housing and Rehabilitation staff that requires the following actions prior to committing HOME funds to a specific project, such as:

- a. The underwriting and subsidy layering analysis must be completed prior to commitment of HOME funds.
- b. All necessary financing has been secured.
- c. A budget has been established for the project.
- d. A schedule for the project including any pre-development activities and/ or pre-construction activities such as submission of plans to the City’s planning department, Design Analysis Committee review, community workshop, submission of special use permit application and an application for a density bonus, and mobilization, construction, trades, progress inspections, implementation of an affirmative marketing plan, sales, and beneficiary information sent to City for entering into IDIS and completing the project.
- e. Construction must be scheduled to begin (with tasks other than only demolition) within twelve months from the date this agreement and that certain Affordable Housing HOME CHDO Set Aside Loan Agreement with Habitat for Humanity of Ventura County are executed.
- f. Finally, the executions of this HOME Participation Agreement with Habitat for Humanity of Ventura County and that certain Affordable Housing HOME CHDO Set Aside Loan Agreement with Habitat for Humanity of Ventura County are conditioned

upon approval by the City's HUD-approved Environmental Official in the Planning Department when new construction is part of the project scope of work. The Environmental Review will be done by the Environmental Official; ensuring that the Property does not suffer from or contain any environmental impairments or conditions that would limit in any way the ability to develop the Project in accordance with the terms of this Agreement or which would be harmful to the health, safety or welfare of potential occupants of the Project, and must be approved; as well as a response received from State Historical Preservation Office that the project does not harm any historical sites because the land is mostly vacant and may or may not have historical significance in lower levels of the lot that might be disturbed by groundbreaking activities or construction.

- 5.1.4 All 6 units will use HOME funds, but the subsidy limit will be determined by the funding program year. Three units will use the land value, which is the purchased value of the land as of the date of this agreement. The remaining three units will use the construction funds. The HOME subsidy level will be calculated at the value of the land paid for with HOME funding for the previous (\$556,772) divided by 3 HOME-assisted units or the construction loan (\$577,184) divided by 3 other HOME-assisted units.

5.2. Tasks to be performed: Acquisition of Property and development of six single-family residential detached housing units according to the scope of work and schedule of performance found in Exhibits A and B.

- 5.2.1 Developer's Acquisition of land. Under this Agreement, the City will provide the Property for development of six affordable single-family dwellings. The affordable units (the "affordable units") shall be made available by the Developer and shall be sold by Developer only to a low-income family at an affordable housing cost to such family as provided in this Agreement.
- 5.2.2 Conveyance of Property to Developer. City will convey the Property through grant deed as evidenced as *Exhibit A. Grant Deed with Restrictions*. Legal land description is attached to the grant deed as Exhibit A to this deed. Developer will record the grant deed with the Ventura County Recorder's office.
- 5.2.3 Project and Property Standards. The Project shall meet all City ordinances, conditions, rules and regulations, and shall be required to have approval of the City of Oxnard Planning Department Planning Commission and the City Council as provided by City ordinances, resolutions and other applicable requirements. Project shall also be required to meet those requirements of 24 CFR §92.251(a) (2) (i) through (v) involving accessibility, disaster mitigation, written cost estimates, construction contracts, and construction documents, and periodic construction inspections. Property standards shall adhere to the following:

- a. Oxnard City Code Chapter 14. Applicable state and city building codes set forth in Chapter 14 of the Oxnard City Code and applicable federal crosscutting regulations;
- b. HQS or UPCS. Section 8 Housing Quality Standards (“HQS”) or Uniform Physical Condition Standards (“UPCS”), if HUD has released the list of components to be inspected and made effective. The homeownership property shall pass the inspection done by the Housing Inspector or Housing Inspection Contractor to evidence that the property meets the appropriate property standards (existing standard units) or new construction property standards, as may be applicable.
- c. Current Edition Model Energy Code for New Construction. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials,
- d. Accessibility Requirements for Development. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

5.2.4 Agreement Containing Covenants Affecting Real Property. Developer will execute an Agreement Containing Covenants Affecting Real Property (“Regulatory Agreement”) in the form and substance of Exhibit C. *Habitat for Humanity Ventura County* Regulatory Agreement of the Loan Agreement herein referenced and incorporated, restricting sale of the affordable units to low-income families as set forth above. The restrictions of this Regulatory Agreement are in addition to and independent of restrictions imposed by any other funding or regulatory entity.

5.2.5 Homebuyer Selection. To the extent allowable and subject to applicable federal and State fair housing laws, Developer will establish restrictions and preferences for initial sale of the affordable units as follows:

- (a) The following provisions shall apply to the affordable units available for sale:
 - i. The units will be conveyed only to Oxnard residents.
 - ii. The units will be conveyed only to a family, no member of which has owned an interest in a home during the past three years. Certain exceptions apply and are found in the Loan Program Policies Handbook, Appendix “A”.

- iii. Concurrent with the initial conveyance of the units from the Developer to the homebuyer shall be by a grant deed with restrictions in the form of *Exhibit D. Grant Deed with Resale and Refinance Restrictions of the Affordable Housing Agreement referenced and incorporated herein by reference*. The initial grantee shall execute and deliver to the Developer the Grant Deed with Resale and Refinance Restrictions, and Developer shall cause to be recorded in the Official Records of Ventura County, California, a Resale Restriction Agreement in the form and substance of Exhibit B Resale Restriction Agreement of the Affordable Housing Agreement and a Deed of Trust with Assignment of Rents in the form and substance of Exhibit C Deed of Trust with Assignment of Rents of the Affordable Housing Agreement, herein incorporated by reference, approved in writing by the City Attorney and the Housing Director.

5.3 **Schedule for Completion of Tasks:** The schedule for Developer's completion of the tasks is set out in Exhibit A. Schedule of Performance of this agreement. It is understood that the Developer shall provide a specific working Project Schedule with milestones, estimated construction dates and completion deadlines, including sale of all six affordable housing units and completing input of beneficiary information into IDIS by City *prior* to the execution of this HOME Participation Agreement based upon anticipated purchase date by low-income homebuyer.

- (1) Construction will have begun within twelve months of the execution of this Agreement and that certain HOME Participation Agreement for this Project, dated **INSERT DATE HOME PARTICIPATION AGREEMENT IS EXECUTED**.

5.4 **Projected Budget:** Developer will provide a specific working budget as an Exhibit F of the Affordable Housing Agreement and as Exhibit B. Projected Budget for this agreement *prior* to execution of this agreement. The working budget relates to: acquisition, demolition of existing structures, construction, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items, including but not limited to monitoring fees so as to recoup monitoring costs as part of the project.

The aforementioned Work tasks will be performed in essentially the manner proposed in the Developer's proposal as received by the City on May 6, 2015 and further detailed in the Developer's Schedule for Completion of Tasks. The aforementioned documents will be considered to be a part and portion of this agreement by reference.

Section 6. AFFORDABILITY

6.1 **Affordability Period.** Developer is committing to a total of forty-five years (45) for the affordability period for the purposes of compliance with certain distinct affordability requirements, which do not derive from the HOME program. Developer shall ensure that the six (6) units throughout the *First & Hayes Affordable Development* Project, which are assisted with HOME

funds, will meet the 15-year affordability requirement contained in 24 CFR Section 92.252 and secured by a Deed of Trust incorporating deed restrictions without regard to the term of the mortgage or transfer of ownership. Such deed restrictions shall require earlier repayment of HOME funds if the housing does not meet the affordability requirements for the specified 15-year period of the HOME period.

The number of additional years of the affordability period, which is not derived from the HOME program, is in compliance with the City's affordable housing ordinances and due to giving a density bonus. The remaining years of the affordability period will be determined by the approval of a density bonus by the City of Oxnard Planning Commission. If the density bonus is granted, the total period of affordability will be 45 years in compliance with California Code of Regulations §65915-65918 or if denied, the total period of affordability will be 30 years in compliance with the City's code and ordinances regarding affordable housing. The remaining period of affordability will be governed by that certain Affordable Housing Agreement with the Developer dated July __, 2016 and incorporated by reference.

- 1) The affordability period begins on the date that the project is entered into the IDIS system as completed with beneficiary information on the homebuyers entered into that system. The parties hereby declare their intent and understanding that the affordability period for the purpose of this Agreement is fifteen (15) years, and shall run until **on or before December 31, 2035** (hereinafter the "Affordability Period"). The non-HOME affordability period of the thirty years, set forth in the Affordable Housing Agreement dated July __, 2016, shall run until on or before December 31, 2065 depending upon the first sale date for the property.
- 2) Should the date the project is completed in the IDIS system be different from the date listed above, this agreement shall be amended to include the corrected date for the HOME affordability period and the corrected date for the non-HOME affordability period for clarity.
- 3) Developer agrees that during the Affordability Period the six (6) HOME-assisted homeownership-housing units shall be occupied by households that are eligible as low-income families.
 - a. Should Developer fail to ensure that the six (6) HOME-assisted units be occupied by households that are eligible as low-income families and/or fail to restrict the monthly affordable housing costs in relation to the purchase price of the six (6) HOME-assisted units pursuant to Section 4.2 below, Developer shall immediately repay City all HOME funds awarded to Developer for the Project.
 - b. If part of the project is completed and sold to low-income first time homebuyers, but a part is not produced and sold to eligible and qualified low-income households at a purchase price prescribed by the Resale Restriction Agreement, Exhibit B of that certain Affordable Housing Agreement incorporated by reference, then only the prorated portion of those homes not produced or not sold in accordance with the

Resale Restriction Agreement of the Affordable Housing Agreement will be repaid from monies awarded.

- c. Also, Developer agrees that should any of the affordable homeownership housing units no longer comply with the resale restriction agreement in such a way that would require recapture and repayment to HUD, the Developer will repay the City any amount prorated up to the amount of HOME Subsidy used to produce that HOME-assisted Homeownership affordable housing unit required to be repaid to HUD. Any repayment amount required of the CHDO would only be that amount up to the amount of net proceeds received by the Developer. If the amount of the net proceeds is less than the amount required to be recaptured and repaid to HUD, City Council agrees to forgive the portion of the HOME CHDO Set Aside Loan for that property's portion of the HOME subsidy to the Developer which would not be covered by the net proceeds at the time of the foreclosure.
- 4) The obligations of this Section and this Agreement shall be secured by a Deed of Trust that is executed by Developer and recorded against the Property in substantially the form referenced in Exhibit B. *Deed of Trust Securing HOME Loan Agreement* of the Loan Agreement herein incorporated by reference.

6.2 Method of Calculating the Sales Price: Developer shall set the initial pricing limits follows: The Owner shall not resell the Home at a price higher than the lesser of the following two Calculation Methods:

(a) Calculation Method One: a price which yields an Affordable Housing cost (as defined in Section 2(b) for the prospective purchaser assuming a reasonable down payment not to exceed 10% and fixed rate loan at prevailing institutional rates, but not less than the sum of (1) the original purchase price paid by Owner, (2) reasonable costs of sale, and (3) reasonable costs of improvements made by Owner.

- 1) The method for calculating the maximum purchase price using the Affordable Housing Cost Method is provided in *Exhibit D1. Determining Sales Price by Housing Cost Method*. The lessor of the two methods is the maximum purchase price for the units.

(b) Calculation Method Two: A price equal to the sum of: (i) the base price of the Home; plus (ii) an amount equal to the base price of the Home, multiplied by the percentage increase in the Consumer Price Index from the date Buyer purchased the Home until the City receives notice pursuant to Section 8 above; plus (iii) The cost of improvements less depreciation at 7% per annum, with the cost determined by the City on the basis of receipts provided by Buyer, and satisfactory to the City; plus (iv) The amount needed to remedy any deficiencies in the Home, as determined by the City, including but not limited to:

- (A) Violations of applicable building, plumbing, electric, fire or housing codes; except that there shall be no credit for the cost of corrections resulting from damage or deferred maintenance, or unlawful additions or alterations to the Home by Buyer;

- (B) Repair of appliances furnished to Buyer upon purchase of the home which are not in good working order;
 - (C) Holes and other defects (except for holes from picture hangers) in walls, ceilings, floors, doors, windows, screens, carpets, drapes, countertops and similar appurtenances; and
 - (D) Repairs needed, as determined by the City, to put the Home into saleable condition, including, but not limited to, cleaning and painting; plus
- (v) Cost to Buyer of closing actually incurred by Buyer, including appraisal costs, title insurance costs, brokers' commissions, and other costs actually incurred by Buyer in connection with closing sales transactions.
- 2) The purchase price may not exceed 95% of the median purchase price for the Oxnard-Thousand Oaks-Ventura metropolitan statistical area provided by HUD or determined by a market analysis in accordance with and as described in 24 CFR § 92.254(2). Effective April 18, 2016, HUD has provided a new maximum purchase price for the Oxnard-Thousand Oaks-Ventura MSA. The new limit is \$438,000.

6.3 Required Periods to Sell, Convey, and enter into IDIS as complete. The 2013 HOME Final Rule set a limit of nine months to sell the homebuyer's unit or have it converted to a HOME-assisted rental unit, however, the Appropriations requirements for the FY2012-2013 only allowed six months to sell the unit or it would be converted to a rental unit.

- 1) The three units that are designated for the land that was originally another CHDO Set Aside project was originally funded with pre-2013 HOME Final Rule and as such did not have this requirement to convert to a HOME-assisted rental unit after nine months of remaining unsold since the end of the construction and receipt of a certificate of occupancy.
- 2) The first unit sold within six months will be designated as the unit which will represent the funding from the FY2012-2013 Appropriations.
- 3) The remaining two units will be designated to represent the funding after the 2013 HOME Final Rule effective August 23, 2013. These should be sold before nine months from the receipt of the certificate of occupancy or should be converted to rental units as described below.

If a unit has not been sold to a low-income family or household within nine months of construction completion, it must either be converted to a HOME-assisted rental unit (fixed) or the HOME assistance for that unit must be repaid to HUD. The CHDO must either manage the unit as a rental or repay the HOME assistance for that unit back to the City.

Refer to Exhibit E. REQUIREMENTS FOR RENTAL UNITS AND CONVERSION OF HOMEOWNERSHIP TO RENTAL IF NOT SOLD WITHIN 9 MONTHS.

6.3.1 Conversion to Rental or Repay HUD if Not Sold within Nine Months. In accordance with 24 CFR §92.254 (a) (3), within nine months of completion of construction, units will have been sold and conveyed to a low-income family or household; or,

- 1) The unsold unit can be either converted as a HOME-assisted rental unit (fixed) for a low-income family in accordance with HOME rental housing regulations; or
- 2) Otherwise, the HOME assistance for that unit must be repaid by the CHDO to the City for repayment to HUD.

6.3.2. Sell as lease-purchase.

- 1) When a unit appears that it will remain unsold at approximately nine months from construction completion, Developer may seek permission from Housing Director or his designee to sell the unit under a lease –purchase option wherein the homebuyer must exercise the option to purchase and complete the purchase within 36 months of signing the leasee's purchase agreement.
- 2) The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed.
- 3) If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion. As this will be new construction, the required HOME rental housing affordability period would be twenty (20) years instead of fifteen (15) years of HOME, however, the total period of affordability will remain thirty years.

SECTION 7. REPAYMENTS FROM ORIGINAL HOME LOAN DISBURSEMENTS, OR PROGRAM INCOME

7.1 Required Repayment of Ineligible Project Costs. All HOME funds are subject to repayment in the event the Project does not meet the Project Requirements as outlined above.

7.1.1 In the event that HOME funds are utilized for ineligible project costs, Developer shall repay such funds to City, together with interest, and other return on the investment of HOME funds. Any such repayments of funds shall be deposited in the City's HOME account to lower the outstanding principal balance of the HOME loan.

7.1.2. It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this agreement will revert to the City.

7.2 Initial Occupancy after Project Completion. If, as a converted rental unit, the unit is not leased up within 18 months of construction completion, then the CHDO/Developer will be required to repay the prorated portion of the HOME funds used to develop and construct the unleased rental unit back to the City and HUD.

7.3 Program income and Other Proceeds from the Project.

7.3.1. If the Project is for owner-occupancy, the Developer may lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the City (and consistent with the method of recapture identified in the City's Consolidated Plan.”)

1) All net sales proceeds from the sale of units are considered to be either:

_____ Program Income and must be returned to the City as repayment of the HOME loan; or

XX CHDO proceeds that may be retained by the Developer and used in conformance with 24 CFR 92.300(a) (2), or as specified below:

The CHDO Developer will retain all net proceeds of the initial sale during the period of affordability.

XX Net Proceeds will be shared between the Developer and the City on a percentage basis dependent upon the initial investment contribution to the structure of the affordable housing unit when the first sale occurs after the total period of affordability (HOME and density bonus or per affordable housing agreement) has ended. The land portion of the property value is not included as it was granted to Developer for the project. Each will use the funds in conformance with 24 CFR 92.300(a) (2).

2) Prior to each closing, the Developer will provide to the City the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as “Buyer subsidies” secured by the HOME note and mortgage, if applicable; the pro-rated HOME development funds that are to be forgiven as “Development subsidies”, and the amount of developer fee, if applicable, or CHDO sales proceeds to be retained from settlement funds or distributed through equity sharing between Developer and City.

- 3) While Developer would not be repaying the HOME developer subsidies to the City but those would be forgiven with the approval of City Council and the Housing Commission, the cases where a homebuyer must resell the home due to default(s) under a senior lien, whether voluntary or involuntary, or because the unit was non-owner occupied, upon resale, the City shall receive that prorated portion of the HOME funds used to subsidize the affordability of the home for repayment of HUD. All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers, where the resale is due to a default requiring repayment to HUD, shall be considered "Recaptured Funds" under 24 CFR 92.254(a) (5) (ii) (A) (5) up to the amount prorated as HOME-assistance subsidy to the individual unit from HUD and must be repaid to the City for use in eligible HOME projects as required by 24 CFR 92.503. The Developer shall promptly notify the City of such transactions and will promptly transfer any Recaptured Funds to the City. The amount above the City's HOME contribution being recaptured is to be split between the City of Oxnard Affordable Housing and Rehabilitation Division and Habitat for Humanity Ventura County.

- i. The City's portion of the proceeds may be calculated as follows:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner improvement receipts}} * \text{Net Proceeds} = \text{HOME amount to be recaptured}$$

- ii. The Homeowner's portion of the proceeds may be calculated as follows:

$$\frac{\text{Homeowner's investment}}{\text{Homeowner's investment} + \text{HOME investment}} * \text{Net Proceeds} = \text{Amount to homeowner}$$

7.3.2. If the Project is rental, funds will remain a deferred loan for the period of 20 years, at which time the loan may be forgiven or extended in the sole discretion of the City for another term.

- 1) Sale of the property to another party may occur only with the approval of the City, and the purchaser shall assume all obligations of the Developer under this agreement, the note and mortgage, and the deed covenants.
- 2) If the Purchaser does not assume responsibility for all obligations of the Developer under this agreement, the note and deed of trust with restrictions and the deed covenants, then Developer must retain responsibility for those obligations.

- 3) Purchaser must also be a CHDO during the period of affordability for HOME Rental Housing Program.
- 4) Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

7.3.3 Pre-Development Loan to Developer. Any funding that is advanced for pre-development activities as a predevelopment loan must be repaid from construction loans or other program income in compliance with §92.300 and must not exceed ten percent (10%) of the HOME assistance awarded to the CHDO. Should there be impediments to the Project that are beyond the control of the Developer, City may waive repayment and forgive the pre-development loan in accordance with §92.301. Once all principal and interest on the City HOME CHDO Set Aside loan for this project \$577,184 has been repaid to the City or it is determined that there are impediments to the project that are beyond the Developer's control and the loan is forgiven, in full or in part, in accordance with §92.301, the remaining proceeds from the sale of these units will be shared between the City and the Developer. The only regulatory stipulation is that the proceeds from this project be used for HOME- eligible projects in the future (which are limited to housing only and not site improvements, such as road improvements or irrigation).

- a. Program income excludes gross income from the use, rental, or sale of real property received by the project owner, developer or sponsor unless Developer paid it to the City, such as through residual receipts. §92.502(a) requires all program income, as defined above, to be reported by the City in the Integrated Disbursement Information System (IDIS) used by the federal government to monitor grants. This information is obtained from the annual reporting and any payments received by the City from the project or CHDO.
- b. Proceeds from those subsequent projects (proceeds from HOME-eligible activities funded by program income retained by the Developer in order to fund additional affordable housing projects) belong to the Developer and are not subject to restriction to be used only for HOME-eligible (or dwelling only) projects only.

SECTION 8. UNIFORM ADMINISTRATIVE REQUIREMENTS

- 8.1 OMB Super Circular 2 CFR Part 200. As a non-profit organization and a recipient of HOME funds, Developer shall meet the requirements of the OMB Super Circular 2CFR Part 200, effective March 18, 2015, which supersedes the previous OMB Circulars No. A-122 and the following requirements of OMB Circular No. A-110: Attachment B; Attachment F; Attachment H, paragraph 2; and Attachment O, previously the administrative standards applicable to this affordable homeownership project.

SECTION 9. PROJECT REQUIREMENTS

The Developer agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

- 9.1 Environmental Review Prior to Commitment of HOME Funds. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the Developer will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

- 9.2 Promissory Note and Deed of Trust. The HOME funds advanced to the Project will be secured by a note and mortgage, and in the case of a rental project, a deed covenant as required by 24 CFR Part 92.
- 9.3 Reimbursement of Eligible HOME Costs Only. The Developer will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- 9.4 Owner Occupancy Compliance. If the project is to be owner-occupied, the Developer will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period. (If the property also contains a rental unit assisted with HOME funds, the Developer will ensure that occupancy complies with the requirements of 92.254(a) (6).) If the project is to be rental, the Developer will ensure that that project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period.
- 9.5 Beneficiary Information Collected. The designated HOME-assisted units of this Project will meet the affordability requirements as found in 24 CFR 92.252 (rental) or 92.254 (owner-occupied) as applicable. The Developer shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female-Headed Households in order to determine low and moderate-income benefit in a cumulative and individual

manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.

- 9.6 Nondiscrimination Requirements. In the selection of occupants for Project units, the Developer shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the Developer will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the City.
- 9.7 Recapture if Non-Owner Occupancy. If the Project is to be owner-occupied, the Developer shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the Developer will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).
- 9.8 Lease-Purchase. If the property is sold through a lease-purchase agreement, the Developer will ensure compliance with 92.254(a) (7), as modified by the 1999 Appropriations Act, Section 599B.
- 9.9 Reporting and Retention of Records. The Developer will be monitored by the City for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The Developer will provide reports and access to project files as requested by the City during the Project and for Five (5) years after completion and closeout of the Agreement.
- 9.10 Required Analysis Prior to Commitment of HOME Funds. Developer shall comply with the following HOME Project requirements prior to commitment of HOME funds represented by the execution of the HOME Participation Agreement – Homeownership Units, the HOME CHDO Set Aside Loan Agreement as secured by a Deed of Trust and Agreement Concerning Covenants Restricting Sales:.
- 9.10.1 Maximum per-unit subsidy amount. The amount of HOME funds that a participating jurisdiction may invest on a per-unit basis in affordable housing is not exceeded in this project.
- a. Should this project use a combination of HOME funds and the federal low-income tax credit, the applicable 24 CFR section 234-Condominium Housing, elevator-type, basic mortgage limits per unit dollar limits shall be used in lieu of 24 CFR section 221 (d)(3) according to CPD Notice 15-003 and shall be reduced by the per unit net proceeds from any sale of the tax credit or by the per unit present discounted cash value of the stream of Developer's share of the tax credit based on a discount rate equal to the 10-year Treasury note rate as applicable on the date this Agreement is signed (/ /2016).
 - b. These are provided annually by HUD and effective March 17, 2015 the new construction maximum subsidy for a 3-bedroom \$247,709 for the Oxnard-Thousand Oaks-Ventura metropolitan statistical area (MSA).

9.10.2 Types of Ownership and Unpermitted Types of Real Estate Sales.

- a. For homeownership projects, housing located on land owned by a community land trust must have a leasehold interest for at least 50 years, or a 99-year lease for land held by others not a community land trust.
- b. Manufactured housing must be on a ground lease at least equal to the period of affordability.
- c. Contracts for deed, installment contracts or land contracts are not eligible forms of homeownership per §92.2.
- d. Acceptable forms of ownership are fee simple title to the property; own a condominium or own or have membership in a housing cooperative or mutual housing project that constitutes homeownership under State of California law.

9.10.3. Ownership Interest may be subject only to:

- a. Mortgages, deeds of trust, or other debt instruments approved by the City
- b. Any other encumbrances or restrictions that do not impair the marketability of the ownership interest, other than the HOME Program restrictions on resale.

9.10.4. Project Budget, A project budget showing the sources and uses of the various financing is required prior to commitment of the HOME funds. All financing for the project should be secured according to 24 CFR §92.2.

9.10.5. Project Schedule. A project schedule must be developed to show that construction and not just maintenance will be start within twelve (12) months of the execution of the HOME Participation Agreement and the HOME CHDO-Set Aside Loan Agreement. The schedule should include the estimated project construction completion, receipt of certificates of occupancy, sale of the property, title transfers, and completion of the project within IDIS.

9.10.6. Underwriting and Subsidy Layering Requirements. City must evaluate the following:

- a. Developer is able to obtain a reasonable return on investment according to CHDO Homeownership Project Policy.
- b. The sources and uses reflects costs that are reasonable, such as comparing to a recent homeownership project done within a year or two or compare with R.S. Means or equivalent cost estimating service.
- c. Assess the neighborhood market demand for the project
- d. Assess experience level of Developer's staff and financial capacity to develop and sell the homeownership affordable housing units within a reasonable amount of time and HOME program deadlines.
- e. Developer must provide firm written financial agreements for the other financing for the project.

9.10.7 Match Credit. For every dollar of HOME-funded assistance to the First & Hayes Affordable Development project:

- a. There must be at least a 25 percent made by the City and the Developer according to §92.218, unless repayment of the HOME assistance to Habitat for Humanity Ventura County is waived by the City.
- b. There will be no required match for the HOME funds provided to acquire the property under the previously terminated CHDO homeownership project that was foreclosed upon as the cost of or value of the land will not be incorporated into the purchase price of the affordable housing units to maintain affordability.
- c. Acceptable types of match and recognition of match contribution must meet criteria found in §92.219 through §92.221.
- d. If the City determines that the HOME CHDO Set –Aside Loan of \$577,184 can be repaid without imperiling the financial stability of the Homeownership project, then match in the amount of \$ 144,296 is required for the project.
- e. If the City determines that the project will suffer financial impediments if the \$577,184 is required to be repaid, then the City may waive the required repayment and forgive the CHDO Set-Aside Loan in order to preserve affordability for the deed restricted affordable homeownership housing units. In such case, match is not required for the project.

SECTION 10. OTHER PROGRAM REQUIREMENTS

Developer shall carry out each of the following activities in compliance with all federal laws and regulations contained in subpart H of 24 CFR Part 92 and outlined hereinafter, except that Developer does not assume the City's responsibilities for environmental review contained in section 92.352 or the intergovernmental review process contained in section 92.359:

- 10.1. **Equal opportunity**. No person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds shall be made available in accordance all laws and regulations listed in 24 CFR 92.350(a).
- 10.2. **Fair housing**. City and Developer agree to take all necessary actions to affirmatively further fair housing.
- 10.3. **Affirmative marketing**. Developer shall adopt affirmative marketing procedures and requirements for the HOME Project. These shall include:
 - 10.3.1 Methods for informing the public;
 - 10.3.2 Requirements and practices that Developer shall adhere to in order to carry out affirmative marketing procedures and requirements;
 - 10.3.3 Procedures used by Developer to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach;

- 10.3.4 Records that will be kept describing actions taken by Developer to affirmatively market units and records to assess the results of these actions; and
- 10.3.5 A description of how Developer will assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
- 10.4 **Displacement, relocation, and acquisition.** Consistent with the other goals and objectives of subpart H of 24 CFR Part 92, Developer shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of the HOME Project. To the extent feasible, residential tenants shall be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit upon Project completion. Developer agrees to minimization of displacement in accordance with 24 CFR §92.353. The Project site consists of vacant land with one parcel having an existing structure that is not a habitable space.
- 10.5 **Labor Standards.** Developer and City will adhere to the labor standards as described in 24 CFR §92.354.
- 10.5.1 **Davis-Bacon Act.** Any contract for the construction or rehabilitation of affordable housing with 12 or more units assisted with funds made available under subpart H of 24 CFR Part 92 shall contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis Bacon Act (40 U.S.C. 27615), will be paid to all laborers and mechanics employed and such contracts shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S. C. 327 332). City, contractors, subcontractors, and other participants shall comply with regulations issued under these Acts and with other federal applicable federal laws. City shall require certification as to compliance with the provisions of 24.CFR §92.354 before making any payment under such contract.
- 10.5.2. **Use of Contractors and Sub-contractors.**
- a. Developer shall use contractors, licensed by the State of California and in good standing with the Contractors State Licensing Board where volunteers do not have the skill set to perform the necessary trades.
 - b. Developer and City will confirm that contractors and subcontractors are not on a debarment list. Debarment and suspension, including the Developer. As required in 24 CFR §92.357, Developer shall comply with all debarment and suspension certifications.

- c. All work performed shall be of a competent and quality fashion, free of liens or encumbrances, in full compliance with all applicable requirements of the California Building Standards Code codified in Title 24 of the California Code of Regulations and local City of Oxnard building ordinances.

10.5.3. Volunteers. As Habitat for Humanity Ventura County utilizes volunteers in efforts to assist very-low-income to low-income households achieve homeownership and afford housing, the prevailing wage provisions of paragraph (a) of § 92.354 (b) do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.

10.5.4. Sweat Equity. As Habitat for Humanity Ventura County utilizes “sweat equity” as a means for members of an eligible family to provide labor in exchange for Downpayment assistance in the acquisition of property for homeownership. Prevailing wage provisions of (a) in this section do not apply to members of the eligible family.

10.6 **Lead-based paint.** The Project is subject to 24 CFR Part 35. This cost will be incurred as a rehabilitation/demolition item and disclosed as such should testing and abatement be undertaken.

10.7 **Conflict of Interest.** Developer shall comply with all requirements set forth regarding conflict of interest provisions in 24 CFR § 92.356.

10.7.1 The Developer warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The Developer further warrants and covenants that in the performance of this contract, no person having such interest shall be employed. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

10.7.2 No employee, agent, consultant, elected official, or appointed official of the Developer may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- a. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the Developer, or the proceeds thereunder; or

- b. Any unit benefits or financial assistance associated with HOME projects or programs administered by the Developer, including:
 - i. Occupancy of a rental-housing unit in a HOME-assisted rental project;
 - ii. Receipt of HOME tenant-based rental assistance;
 - iii. Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
 - iv. Receipt of HOME homebuyer acquisition assistance; or
 - v. Receipt of HOME owner-occupied rehabilitation assistance.

10.7.3 This prohibition does not apply to an employee or agent of the Developer. This prohibition does not apply to an employee or agent of the Developer who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

10.7.4 In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

10.7.5 Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the Developer in writing to the Participating Jurisdiction. The Developer must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The City may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

10.8 **Flood insurance.** Under the Flood Disaster Protection Act of 1973, HOME

10.8.1 Funds may not be used with respect to the acquisition or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- a. The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and
- b. Flood insurance is obtained as a condition of approval of the commitment.

10.9 **Drug-Free Workplace.** Developer shall comply with the Drug-Free Workplace Act of 1988 as implemented by HUD regulations found in 2 CFR Part 2429, as required by the City's Consolidated Plan Certifications, in accordance with 24 CFR §91.225.

- 10.10 **Disclosures.** Developer shall comply with the disclosure regulations for HUD programs found at 24 CFR Part 87.
- 10.11 **Lobbying.** Developer shall comply with the anti-lobbying requirements as required by Consolidated Plan Certifications and any other applicable provisions which require certification in the Consolidated Plan, in accordance with 24 CFR §91.225.
- 10.12 **Hold Harmless.** Developer agrees to indemnify, defend and save hold harmless City, and its officers, agents, and employees from any and all claims and losses accruing or resulting to Developer or any and all contractors, sub-contractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Developer in the performance of this Agreement.
- 10.13 **Faith Based Activities.** As Habitat for Humanity Ventura County describes itself as faith-based in its mission, it is understood that any Developer that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257.
- 10.13.1 **Equal treatment.** Program participants and program beneficiaries shall be treated equally.
- 10.13.2 **Separation of explicitly religious activities.** Participants wishing to engage in explicitly religious activities must do so, in time and location, separate from the program and facilities funded with federal assistance, away from those not wishing to engage in explicitly religious activities.
- 10.13.3 **Religious identity.** A faith-based organization that is a recipient or subrecipient of HOME program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- 10.13.4 Alternative provider. If a program participant or prospective program participant of the HOME program supported by HUD objects to the religious character of an organization that provides services under the program, that organization shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization making the referral. In making the referral, the organization shall comply with applicable privacy laws and regulations. Recipients and subrecipients shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of §92.508(a) (2) (xiii). Recipients shall ensure that all subrecipient agreements make organizations receiving program funds aware of these requirements.
- 10.13.5 Structures. Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. When a structure is used for both eligible and explicitly religious activities, program funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program.
- 10.13.6. Supplemental funds. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

SECTION 11. REIMBURSEMENT OF EXPENSES & DEVELOPER FEES

- 11.1 Project expenses (excluding developer fee). Project expenses (excluding developer fee) shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the Developer on forms specified by the City, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.
- 11.2. Developer Fee (if applicable). The City shall not pay the Developer, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, (\$00.00) of HOME Funds. It is not applicable to this project as Developer, as a CHDO, will be allowed to keep an equity portion of the proceeds.

- 11.2.1 Progress payments of Developer Fees (if applicable) will not exceed the following cumulative maximum percentages of total developer fee at the following stages of project completion:

Milestone	Max. Cumulative Developer Fee %
<i>Construction Mobilization / start of construction</i>	<i>25%</i>
<i>50% construction completion</i>	<i>50%</i>
<i>Construction completion (certificate of occupancy)</i>	<i>90%</i>
<i>Contractor's Punch list Complete</i>	<i>95%</i>
<i>Sustaining occupancy (or sale) & completion report</i>	<i>Last 5% of 100% final payment</i>

If multiple projects or buildings are involved, the developer fee may be pro-rated to each building or project, and the applicable percentage may be applied to each. This paragraph does not pertain to this project as no developer fees are being paid.

- 11.2.2. City Review for Reimbursement of Costs. The City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed. Developer shall provide access to, and City shall periodically examine, Developer's records for the management and administration of the project.
- 11.2.3. Construction Progress Inspections Prior to Reimbursement. City will perform a progress inspection of the construction to verify what percentage of each task being performed completed and workmanship of the task prior to payment.
- 11.2.4. Final Payment. The Developer may submit a final invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.
- 11.2.5. City's Right to Review and Audit Records. The City shall have the right to review and audit all records of the Developer pertaining to any payment by the City. Said records shall be maintained for a period of five years after completion of the project.

SECTION 12. ENFORCEMENT OF AGREEMENT.

- 12.1 Failure to Comply with Agreement. City shall have the right, by prior written notice to Developer, to enforce any deed restriction affordability requirements in 24 CFR § 92.252, or other term or

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condition of this Agreement. In the event of a breach of any condition or provision hereof, City shall have the right, by prior written notice to Developer, to suspend or terminate this Agreement if Developer materially fails to comply with any term of the Agreement.

12.2 Non-monetary default.

12.2.1. Non-monetary default is defined as non-compliance with those requirements of the HOME Participation Agreement that reflect HOME program requirements, other federal requirements, state requirements, or local City requirements or ordinances, but are not necessarily tied to a monetary performance or payment.

12.2.2. Upon written notice of any non-monetary default, Developer shall have 30 days within which to cure the non-monetary default or non-compliance with HOME Regulations default.

12.2.3 If non-monetary default is such that the action to cure cannot be completed within 30 days from notice of default, Developer must show evidence that Developer has pursued cure of default diligently and in a timely manner.

12.2.4 City shall have the right to utilize available remedies, including but not limited to, compelling compliance or if the issues are those of non-compliance with affordability covenants, may include, but not limited to, foreclosure.

12.3 Monetary default. Monetary default is defined as failure to make required repayments to the loan or keep other loans or liens current.

12.3.1 Upon written notice of any monetary default, Developer shall have seven (7) days from notice of default to cure and make appropriate payment required by defaulting action. If Developer does not make appropriate cure within the seven days, City shall have the right to pursue any and all available remedies available under law.

12.3.2. As stated above in Section 13 below, two uncured defaults, after applicable notice and cure periods, require the repayment of the remaining balance of loan to repay HUD for non-compliance of affordability covenants or failure to comply with CHDO Set-Aside requirements of the HOME program for CHDO ownership of property throughout the period of affordability. These two defaults are considered monetary defaults as well as non-compliance defaults because of the required repayment of funds to HUD.

12.4 If Developer is in default under this Agreement, after applicable notice and cure periods, then City, at its discretion, may terminate this Agreement, in whole or in part, by giving Developer written notice in accordance with 24 CFR 85.44.

SECTION 13. PROJECT BECOMES FINANCIALLY TROUBLED DURING PERIOD OF AFFORDABILITY

- 13.1 Application for Additional HOME Investment. Under the 2013 HOME Final Rule, in the event that the Project no longer becomes financially viable during the Affordability Period (first 15 years), the Project may be deemed “troubled,” which would allow City to invest additional HOME funds to the extent that the original maximum per-unit subsidy limit is not reached. Such flexibility was not allowed under the pre-2013 HOME Final Rule.
- 13.1.1 For purposes of this Agreement, a HOME-assisted project is no longer financially viable if its operating costs significantly exceed its operating revenue and this generally applies to rental housing.
- 13.1.2 Developer may request additional funds from City in order to preserve affordability pursuant to 24 CFR 92.210 (b), which allows additional HOME funds to be invested in the Project if the original investment plus additional investment does not exceed the per unit subsidy limit in 24 CFR 92.250(a) and funding is available and in the Consolidated Plan. Developer shall also include monitoring costs in its request for additional HOME funds.
- 13.1.3 To determine eligibility for an additional HOME investment, the City will review the previous two to three financial evaluations that City staff has completed (depending upon amount of additional funds requested) and these evaluations shall demonstrate that the Project was and is still no longer financially viable and that an additional HOME investment is necessary to reverse the situation.
- 13.1.4 Developer’s proposal for an additional HOME investment shall also demonstrate that once the additional HOME investment is made the Project will be viable for the rest of the Affordability Period or any extended period of affordability.
- 13.1.5 As a condition of any additional HOME investment, Developer and City shall enter into a memorandum of agreement, which will require Developer’s compliance with the HOME Regulations and may require that the parties extend the Affordability Period. The memorandum of agreement shall be recorded against the Property in a form acceptable to the City with the County of Ventura Recorder’s office.
- 13.2 HOME Loan Modification. In the event that the Project is no longer financially viable after the Affordability Period has ended but prior to the repayment of the HOME loan, the Developer may request modification of its HOME loan pursuant to the terms set forth above. The loan may be modified only with consent of the City Council with the Affordability Period renewed for an additional 15 years if the loan is to be used for rehabilitation of the HOME-assisted units. The amount of the rehabilitation must be more than the additional assistance for financial viability. If

additional funds are used for loan modification, then the loans documents shall be modified and recorded with the Ventura County Recorder's Office.

SECTION 14. CHDO PROVISIONS

In accordance with applicable regulations regarding the CHDO set-aside fund used to finance the City's HOME loan with the Developer for this Project, the following apply to the Developer:

- 14.1. As developer of the Project, Developer constitutes a Community Housing Development Organization (CHDO) as that term is defined in 24 CFR §92.300 in effect as of the date of the initial award of HOME funds and the guidelines in CPD Notice 97-11.
 - 14.1.1 It is understood that the Developer has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the Project/Agreement in accordance with 24 CFR 92. Developer agrees to provide information as may be requested by the City to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.
 - 14.1.2 In accordance with 24 CFR 92.300, any sale or transfer by the Developer shall be to another CHDO.
- 14.2 Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.
- 14.3 Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a) (2) or as specified in this Agreement. If the project is rental, the Developer will create and follow a tenant participation plan as required in 24 CFR 92.303.

SECTION 15. FEES FOR THE RECOVERY OF MONITORING COSTS

- 15.1 Recovery of Fees for Monitoring Included in Pro Forma. In accordance with 24 CFR 92.214 9(b)(1)(i) of the 2013 HOME Final Rule, City may now recover average actual costs from the Developer for monitoring, on a per unit basis, if that project had monitoring fees incorporated into financing. The Pre-2013 HOME Final Rule did not

allow City to charge monitoring fees for HOME-assisted units. As the majority of the funding for this project's construction loan is after the effective date for the 2013 HOME Final Rule, Developer will be charged the monitoring fees for recovery of monitoring costs. The Pro Forma should include the monitoring costs for each year of the HOME period of affordability until the term for the HOME Participation Agreement ends. Any monitoring fees used then may not exceed the average actual costs on a per unit basis pursuant to §24 CFR 92.214(b) (1) (i) as amended by the 2013 HOME Final Rule.

- 15.2 Prohibition for Developer to Pass on Monitoring and Inspection fees to Homebuyers. Developer may not pass along charges for the inspection and monitoring fees onto the tenants or homebuyers. Only regular and usual fees may be charged to tenants by the Developer, such as parking fee if such fee is usual and customary for this market.
- 15.3 Monitoring Fees for Density Bonus and or Affordable Housing Ordinance Compliance After HOME Period of Affordability. Monitoring requirements for HOME Investment Partnership Program may be similar to, but also different from the requirements of the State of California for the density bonus for affordable housing. As such, the two monitoring fees may be similar in cost depending upon what needs to be monitored by each program. The City will endeavor to not charge for monitoring twice if one set of requirements can be substituted for the other requirements. The more stringent of the requirements would apply.

SECTION 16. PROCUREMENT STANDARDS

16.1 Cost Effective Procurement. The Developer shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the Developer shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48.

SECTION 17. CITY RESPONSIBILITIES.

- 17.1 The City shall furnish the Developer with the following services and information from existing City records and City files:
- 17.1.1. The City shall provide to the Developer information regarding its requirements for the Project.
 - 17.1.2. The City will provide the Developer with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.
 - 17.1.3 The City will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the

Developer regarding any progress inspections or monitoring to assist it in ensuring compliance.

17.1.4 The City's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all City regulations and ordinances. Nothing contained herein shall relieve the Developer of any responsibility as provided under this Agreement.

17.2 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affect his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY.

18.1 During the performance of this contract, the Developer agrees as follows:

- 18.1.1. The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The Developer will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the City setting forth the provisions of this nondiscrimination clause.
- 18.1.2. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 18.1.3. The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City's contracting officer, advising the labor union or worker's representative of the Developer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 18.1.4. The Developer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 18.1.5. The Developer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- 18.1.6. In the event the Developer is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
- 18.1.7. The Developer will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Developer will make such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Developer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Developer may request the United States to enter into such litigation to protect the interest of the United States.

SECTION 19. LABOR, TRAINING & BUSINESS OPPORTUNITY

- 19.1 The Developer agrees to comply with the federal regulations governing training, employment and business opportunities as follows:
- 19.1.1. It is agreed that the Work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate-income residents of the project area, and that contracts for work in connection with the project are awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

- 19.1.2. The Developer shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The Developer certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
- 19.1.3. The Developer will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The Developer will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.
- 19.1.4. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the Project as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the Developer or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

SECTION 20. COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS

- 20.1 The Developer covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The Developer covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

- 20.2. The Developer agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 20.3 The Developer further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The Developer also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

SECTION 21. SUSPENSION & TERMINATION.

- 21.1 In accordance with 24 CFR 85.43, suspension or termination may occur if the Developer materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.
- 21.2. If, through any cause, the Developer shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Developer shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Developer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the Developer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the Developer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Developer and the City may withhold any payments to the Developer for the purpose of setoff until such time as the exact amount of damages due the City from the Developer is determined whether by court of competent jurisdiction or otherwise.

SECTION 22. TERMINATION FOR CONVENIENCE OF THE CITY

- 22.1 The City may terminate for its convenience this contract at any time by giving at least thirty days' (30) notice in writing to the Developer. If the contract is terminated by the City, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the Developer will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the Developer covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

SECTION 23. DEFAULT-LOSS OF GRANT FUNDS.

- 23.1 If the Developer fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the Developer refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Exhibit B. Schedule of Performance of this agreement, the Developer shall be in default and notice in writing shall be given to the Developer of such default by the City or an agent of the City. If the Developer fails to cure such default within such time as may be required by such notice, the City, acting by and through the City, may at its option terminate and cancel the contract.
- 23.2 In the event of such termination, all grant funds awarded to the Developer pursuant to this agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, the Developer will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.
- 23.3. Such termination shall not effect or terminate any of the rights of the City as against the Developer then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law and the note and mortgage (if in effect), including but not limited to compelling the Developer to complete the project in accordance with the terms of this agreement, in a court of equity.
- 23.4 The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

SECTION 24. REPORTING RESPONSIBILITIES.

- 24.1 The Developer agrees to submit any and all quarterly reports required by HUD or the City to the City on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement. The City will send the Developer one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the Developer has not submitted a report fourteen (14) days after the date on the reminder notice, the City will have the option to terminate the contract as described in this agreement. In addition, the Developer agrees to provide the City information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements are included as Exhibit E. Additional Reporting Requirements, which has examples of reports collected by City for the duration of the Project and during the period of affordability for compliance reporting.

SECTION 25. INSPECTION, MONITORING & ACCESS TO RECORDS.

- 25.1 The City reserves the right to inspect, monitor, and observe work and services performed by the Developer at any and all reasonable times, including monitoring for homebuyer compliance during the period of affordability.
- 25.2. The City reserves the right to audit the records of the Developer any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.
- 25.3. If required, the Developer will provide the City with a certified audit of the Developer's records representing the Fiscal Year during which the Project becomes complete whenever the amount listed in SECTION 8 is at or exceeds \$300,000, pursuant to the requirements of OMB Super Circular 2 Part 200.
- 25.4 Access shall be immediately granted to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Developer or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION 26. MISCELLANEOUS PROVISIONS AND GENERAL CONDITIONS.

- 26.1 **Notices.** All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the third (3rd) day being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses: whichever is earlier.

If to City: Housing Director
 City of Oxnard
 Affordable Housing and Rehabilitation
 435 South "D" Street
 Oxnard, CA 93030

With copies to: City Attorney
 City of Oxnard
 Office of the City Attorney
 300 West Third Street, Suite 300
 Oxnard, California 93030

Developer address: Habitat for Humanity Ventura County
 Attn: Executive Director
 1850 Eastman Ave.,
 Oxnard, CA 93030

- 26.2. **Construction; References; Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period of performance shall be deemed calendar days and not workdays unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to Developer include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of Developer, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 26.3 **Terms Defined by Agreement.** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- 26.4. **Waiver.** Inaction by City or Developer with respect to a default hereunder shall not be deemed to be a waiver of such default. The waiver by either City or Developer of any default hereunder shall not be deemed to be a waiver of any subsequent default and no waiver shall be effective unless made in writing.
- 26.5. **Controlling Law.** The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of California.
- 26.6. **Effect of Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 26.7 **Authority.** Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. Developer shall, at City's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.
- 26.8 **Time for Acceptance of Agreement by City.** This Agreement, when executed by Developer and delivered to City, must be authorized, executed and delivered by City on or before forty-five (45) days after the execution and delivery by Developer or this Agreement shall be void, except to the extent that Developer and City shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.
- 26.9 **Remedies Cumulative.** The remedies given to City and Developer herein shall be cumulative and are given without impairing any other rights given City or Developer by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by City or Developer shall not exclude the exercise of any other remedy.

- 26.10. **Anti-Kick-Back Clause.** The Developer shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.
- 26.11. **Work Hours and Safety Standard Clause.** The Developer shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor Regulations (29 CFR, Part 5), as amended.
- 26.12. **No Delegation of Developer Obligations.** The obligations undertaken by Developer pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless City shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
- 26.13. **Independent Contractors Not City Employees.** Developer and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the City.
- 26.14. **Effective Date.** Provided that City has determined in its sole discretion that Developer has complied with all prerequisites to this Agreement, this Agreement shall be effective on ____ [], 2016 such date shall be the “Effective Date”.
- 26.15. **Entire Agreement.** This Agreement and the exhibits and agreements referenced and incorporated herein contain the entire agreement of City and the Developer with respect to the matters covered hereby, and no agreement, statement or promise made by any of the parties which is not contained or referenced and incorporated herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified or added except by an agreement in writing signed by City and Developer
- 26.16. **Successors and Assigns.** This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of City and to the permitted successors and assigns of Developer, and all references to the “City” or “Developer” shall be deemed to refer to and include all permitted successors and assigns of such party.
- 26.17. **Funding for this Agreement** is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the City of Oxnard and the Developer have City and Developer have executed this Agreement effective as of _____ [], 2016,

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO HOME PARTICIPATION AGREEMENT]

CITY OF OXNARD, a municipal corporation

HABITAT FOR HUMANITY VENTURA COUNTY,
a California non-profit public benefit corporation

Tim Flynn, Mayor

Steven Dwyer, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Ruth Johnson, Interim Program Manager
Affordable Housing and Rehabilitation Division

Date: _____

LIST OF EXHIBITS

1. **Exhibit A:** SCHEDULE OF PERFORMANCE
2. **Exhibit B:** PROJECT BUDGET
3. **Exhibit C:** REQUIREMENTS FOR RENTAL UNITS AND CONVERSION OF HOMEOWNERSHIP TO RENTAL IF NOT SOLD WITHIN 9 MONTHS
4. **Exhibit D₁:** DETERMINING THE RESALE SALES PRICE BY HOUSING COST METHOD
5. **Exhibit D₂:** DETERMINING SALES PRICE BY CPI METHOD
6. **Exhibit E:** SCHEDULE FOR MONITORING FEES FOR UNITS UNDER AFFORDABLE HOUSING

LIST OF DOCUMENTS INCORPORATED BY REFERENCE ONLY

Item		Section Where Referenced	Document Incorporated by Reference Only
1	Page 1	Last line on page1	Affordable Housing Agreement
2	Page 2	Section 2.2 Compliance with Affordability	HOME CHDO Set-Aside Loan Agreement
3	Page 9	Section 3.2. Regulatory Agreement	“Agreement Containing Covenants Affecting Real Property”, Regulatory Agreement of the Loan Agreement
4	Page 9	Section 3.3.1	Exhibit A of Grant Deed with Restrictions of that certain Affordable Housing Agreement with Habitat for Humanity of Ventura County for First and Hayes Affordable Development dated July __, 2016
5	Page 12	Section 4.3.3	Exhibit D. Grant Deed with Resale & Refinance Restriction of the Affordable Housing Agreement between Developer and City
6	Page 12	Section 4.3.3	Exhibit B. Resale Restriction Agreement (for homebuyer)
7	Page 12	Section 4.3.3	Exhibit C. Deed of Trust with Assignment of Rents of the Affordable Housing Agreement
8	Page 12	Section 5.1	Exhibit A of Exhibit A Grant Deed with Restrictions
9	Page 15	Section 5.2.4	Exhibit C of Regulatory Agreement for the “Loan Agreement”
10	Page 15	Section 5.2.5 (a)(iii)	Exhibit D Grant Deed with Resale & Refinance Restrictions
11	Page 17	Section 6.1 (4)	Exhibit B of the Deed of Trust Securing HOME Loan Amount of Loan Agreement.

EXHIBIT A -SCHEDULE OF PERFORMANCE

First & Hayes Development Oxnard, CA

Construction Schedule

The total development and construction schedule for 6 homes is estimated to be 30 months.

Project Schedule/Timeline (projected):

Development Phase:	Sept. 2016 – Aug. 2017
Groundbreaking:	August 2017
Construction Phase:	September 2017 – March 2019
Final Certificate of Occupancy:	March 2019
Close of Escrow on all Homes:	December 2019

Families are pre-qualified and selected for each home and, as a requirement of the Habitat program, participate in the construction of their home. Habitat for Humanity of Ventura County complies with all regulations on environmental laws, including California water conservation requirements. Homes are built to all codes and regulations for energy efficiency and it is our goal to provide as low cost of ownership as possible for low income home buyers.

Project Monitoring

Habitat for Humanity will provide the following reports and monitoring:

- Monthly tracking against project construction schedule
- Quarterly progress reports to City of Oxnard Housing Department including photos, issues identified and revised plans to overcome issues.

EXHIBIT B – PROJECT BUDGET / SOURCES AND USES
(HOME PARTICIPATION AGREEMENT)

First & Hayes Affordable Development				
6 Single Family Homes; <80% AMI				
Project Budget				
<i>Sources of Funds</i>	City HOME \$577,148	City Land Donation HOME & In- Lieu Fees	Additional Funding Sources	Total Project Budget
Acquisition Costs				
Appraisal/Closing costs			\$ 3,000.00	\$ 3,000.00
Land Donation (Initial Value)		\$ 840,000		\$ 840,000.00
CLTA Title Search (paid by City)	\$ -			\$ -
ALTA supplementary Title Search	\$ 750.00			\$ 750.00
Recording Fees	\$ 1,500.00			\$ 1,500.00
Pre - Development Costs				\$ -
<i>Environmental Studies & Review</i>	\$ 5,000.00			\$ 5,000.00
Professional Fees - Architect/Civil/Landscape/ Water/Structural Engineering/Geotechnical	\$ 50,000.00		\$ 70,000.00	\$ 120,000.00
Community Workshop Costs	\$ 2,000.00			\$ 2,000.00
Project Management			\$ 30,000.00	\$ 30,000.00
Building Permits & Impact Fees			\$ 360,000.00	\$ 360,000.00
Groundbreaking				
Mobilization	\$ 5,000.00			\$ 5,000.00
Temporary Power Pole	\$ 3,000.00			\$ 3,000.00
Site Preparation	\$ 5,000.00			\$ 5,000.00
Site Grading	\$ 40,000.00			\$ 40,000.00
Demolition of Existing Structure	\$ 20,000.00			\$ 20,000.00

HABITAT FOR HUMANITY OF VENTURA COUNTY FIRST & HAYES AFFORDABLE DEVELOPMENT
HOME PARTICIPATION AGREEMENT

EXHIBIT B – PROJECT BUDGET/ SOURCES AND USES

Construction Period Expenses				
Foundation	\$ 90,000.00			\$ 90,000.00
Framing/Lumber/Trusses	\$ 90,000.00			\$ 90,000.00
Windows/Doors	\$ 29,000.00			\$ 29,000.00
Roof	\$ 24,000.00			\$ 24,000.00
Siding	\$ 36,000.00			\$ 36,000.00
Insulation	\$ 15,000.00			\$ 15,000.00
Drywall	\$ 36,000.00			\$ 36,000.00
Bathroom	\$ 26,000.00			\$ 26,000.00
Kitchen	\$ 25,000.00			\$ 25,000.00
Flooring	\$ 24,000.00			\$ 24,000.00
Fire Sprinklers	\$ 27,000.00			\$ 27,000.00
Driveway & walkways	\$ 22,898.00		\$ 7,102.00	\$ 30,000.00
Plumbing			\$ 25,000.00	\$ 25,000.00
Electrical			\$ 24,000.00	\$ 24,000.00
Heating			\$ 36,000.00	\$ 36,000.00
Finish Carpentry			\$ 15,000.00	\$ 15,000.00
Hardware/Consumables/Paint			\$ 18,000.00	\$ 18,000.00
Landscaping/Fencing			\$ 24,000.00	\$ 24,000.00
Water Retention			\$ 25,000.00	\$ 25,000.00
Utilities			\$ 50,000.00	\$ 50,000.00
Off-site infrastructure			\$ 120,000.00	\$ 120,000.00
Block Wall			\$ 30,000.00	\$ 30,000.00
Construction Management			\$ 200,000.00	\$ 200,000.00
Safety/Tools			\$ 9,000.00	\$ 9,000.00
Equipment Rental			\$ 18,000.00	\$ 18,000.00
Site Misc - trash, security, etc.			\$ 25,000.00	\$ 25,000.00
Site Admin/Insurance/Misc.			\$ 36,000.00	\$ 36,000.00
Project Management/Finance			\$ 97,750.00	\$ 97,750.00
Monitoring Fees				
monitoring fees during construction				
monitoring fees during HOME period of affordability				
monitoring fees during remaining restriction period				
Total Project	\$ 577,148.00	\$ 840,000.00	\$ 1,222,852.00	\$ 2,640,000.00

**EXHIBIT C- REQUIREMENTS FOR RENTAL UNITS AND CONVERSION OF
HOMEOWNERSHIP TO RENTAL IF NOT SOLD WITHIN 9 MONTHS**

1. Rental Housing. When a homeownership unit is converted to a rental unit because it has not met the nine-month sell by deadline, it will meet all the requirements of the 2013 HOME Final Rule found in 24 CFR §92.252 and further explained in the City's HOME Rental Housing Policies.
 - a. Rent Limits: On an annual basis, City and Developer shall review applicable affordability requirements of funding sources along with the annual HOME rent limits released by HUD (such as, but not necessarily limited to, Low Income Housing Tax Credit regulations, state or federal rental assistance subsidy regulations, etc.), and applicable state of California Health and Safety regulations governing affordable rental housing to determine whether or not HOME rent limits are the strictest affordability requirements for this unit as determined by subsidies used to develop and make the unit affordable appropriate to the correct unit size. City will give the Developer the HOME rental limits and Income limits as provided annually by HUD, though publication by HUD may vary year to year.
 - (1) City Approval of Rent required. Not only shall City provide the annual HOME rent limits released by HUD, but shall review and approve the rent increases.
 - (2) Income Limits. Households shall initially have an annual household income as defined in 24 CFR §92.252 and the HOME Rental Housing Policies for the City of Oxnard Affordable Housing and Rehabilitation. If the property is also financed with funds requiring different levels of income limitations, the most stringent will be used, but no more than 65 percent of the median income for the area, which allows for a High HOME rent of 30 percent of 60 percent of the median income for the area, as determined by HUD, with adjustments in accordance with the above-referenced regulation.
 - (3) Gross Rent. Gross rent is defined to include the cost of utility allowance for utilities paid by the tenant with the exception of telephone, cable television, or internet, and not paid by or through the owner of the building.
 - (4) Over-Income Tenants: Tenant households that achieve an income level above the annual income limit set forth hereinabove may remain in the unit for HOME Program purposes. However, such tenants must pay as rent the lesser of the amount payable by the tenant under State or local law, or 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42.
 - (5) Rent Determination and Definitions. HOME-Assisted Rent Limits are provided by HUD to the Affordable Housing and Rehabilitation Division annually for the Oxnard-Thousand Oaks-Ventura metropolitan statistical area (MSA) – the Low-HOME Rent, the High- HOME Rent, and the Fair Market Rent for the MSA. The following apply:

- i. Per §92.252(a), HOME rents include both rent and actual utilities or rent and utility allowance. The 2013 HOME Final Rule, effective August 23, 2013, requires that HOME-assisted rental units in service after the effective date have utility allowances that are determined by the HUD Utility Schedule Model (HUSM) or a project-specific methodology.
- ii. For those units that are both HOME and Low-Income Tax Credit (LIHTC) units, utility allowances are calculated by California Utility Allowance Calculator and an initial baseline utility analysis by the authorizing agency must be submitted to City (AHRD);
- iii. For those blended with LIHTC and USDA-Rural Housing Section 515/8, City is allowed to use Multifamily Housing Utility Analysis or a Factor-based Utility Analysis as the baseline utility study. The Factor-based Utility Analysis is given by HUD and is used annually to determine the utility allowance;
- iv. All other HOME-assisted rental units must use the HUD Utility Schedule Model (HUSM) or an allowed project-specific methodology to determine a project's utility allowance with the City's approval.
- v. HOME-assisted units that also receive Section 8 vouchers are required to use the utility allowances provided by the Oxnard Housing Authority, which is not allowed by the 2013 HOME Final Rule. Therefore, a waiver from HUD is required to allow the Section 8 utility allowance to be used and allow HOME-assisted units the ability to receive assistance using the Section 8/ Housing Choice Voucher Program.
- vi. Baseline Utility Analysis is required every three (3) years. If the methodology and utility allowance schedule is performed by another agency, then the Baseline Utility Analysis done by the other agency must also be in the monitoring file to show compliance to HUD auditors.

b. Monitoring and Reporting.

- (1) City Rental Physical Progress and Initial Inspections. City is required under 24 CFR §92.252 to perform periodic physical inspections during the construction phase and as an initial inspection for the rental unit when the unit is ready for lease-up. CHDO will be required to pay a monitoring inspection fee for the physical inspection performed by the City. As the unit would be an individual unit or a small number, the units would be inspected on an every third year basis unless LIHTC were also used to subsidize the project, in which case the inspections would be annual.
- (2) Initial Lease-Up; Income Requirements and Recertification.
 - i. Ninety percent (90%) of all households assisted must have an initial gross annual income that does not exceed 60% of the AMI.
 - ii. If more than one homeownership unit is converted to rental housing, the other HOME-assisted households may have gross annual income that does not exceed 80% of the AMI.

- iii. If there are more than 5 HOME –assisted rental units, at least 20% must be designated as Low-HOME Rental and reserved for households having gross annual income of 50% or less of the AMI.
- iv. The HOME Rental Housing Policies explains how over-income tenants will be handled and how rent will be determined for those households having a gross annual income above 80% of AMI but less than 140% of AMI. The policies also explain if the HOME-assisted unit will remain in compliance or temporarily out of compliance until another eligible tenant moves into the fixed HOME rental unit.
- v. Annually, the Developer/property manager will recertify the tenant’s income using the standard stipulated in the HOME Participation Agreement for the rental project and found in the Rental Policies.
- vi. Leases are required to be for twelve months (12) or may be less if both parties mutually agree and must be between the Owner and the tenant.
- vii. Leases are required to include non-discrimination clause and a grievance procedure to settle disputes concerning the lease. There are certain prohibited lease terms which may not be included in any lease of any HOME-assisted units. Those prohibited lease terms are denoted in the Rental Policies.

(3) Records, Reports and Monitoring. The Developer/Owner/Property manager shall keep:

- i. Those records and reports required by the Rental Policies for the development, project, and tenant files for five (5) years beyond the end of the project, including the period of affordability (20 years for new construction).
- ii. Tenant files are to be maintained without purging until five (5) years after the end of the project.
- iii. Reports to provide to City on an annual basis:
 - 1. HOME Monitoring Checklist Project Compliance Report: Monitoring Checklist 6-D shall be submitted annually to City by Owner/Developer or other report form as may be required by regulations, as may be amended from time to time.
 - 2. Owner shall submit financial reports and scheduled maintenance plan for major systems repairs or replacement or other information as may be needed by HUD or City for preparation of required reports or grant applications, as may be applicable.
- iv. City shall monitor the following items in compliance with HOME regulations and the City of Oxnard’s Affordable Housing and Rehabilitation Division’s Rental Policies:
 - 1. Physical inspection of the property no more than three (3) years apart or sooner if property standards were not upheld or another program,

such as the use of HOME and LIHTC together, requires annual inspections.

2. Review of Tenant files. City may review annually or less depending upon the Checklist 6-D. City must review tenant files at initial lease-up, years 6, 12, and 18 to review source documentation of annual income.
3. Shall monitor for compliance with other federal crosscutting regulations which apply and perform ongoing monitoring of project report in accordance with current HOME regulations, as may be amended from time to time throughout the period of affordability.
4. City shall supply Owner/Developer with a monitoring report of the monitoring visit.
5. Owner/Developer will include monitoring fees in the pro forma so as to have made allowance for the expense and not pass on the cost to a low-income household, which is prohibited under HOME regulations and State of California Housing Law. A schedule of monitoring fees is included as: *Affordable Housing Agreement. Exhibit G-Schedule of Monitoring Fees.*

6.3.4. Rental Housing Unit Conversion to Homeownership Unit. If the unit has been converted to a rental unit under 24 CFR §92.254 (a) (3), then, when a tenant is an eligible and qualified low-income family or household and requests to become the homebuyer of the unit, the rental unit may be converted back to a homeownership HOME-assisted unit through the process required by 24 CFR §92.255.

- a. No tenant may be evicted because the tenant did not want to purchase the housing unit.
- b. It would remain a rental unit until such time as the tenant desired to purchase the unit or move out because of tenant's desire to move from the unit.

EXHIBIT D1 – DETERMINING SALES PRICE USING THE HOUSING COST METHOD

Affordable Housing
& Rehabilitation Division
435 South "D" Street
Oxnard, California 93030
(805) 385-7400
Fax (805) 385-7416



Date: 4.11.2016

PROPERTY VALUE CALCULATION **HOUSING COST METHOD**

Homeowner: HOMEBUYER

Property Address: FIRST & HAYES AFFORDABLE DEVELOPMENT

Number of Bedrooms	<u>3</u>	①
Maximum Individual Unit Computations	<u>4</u>	②
Income Category	<u>LOW</u>	

* AMI for 4-member household	\$ 72,500.00	③			
	30%				
	<u>\$ 21,750.00</u>		÷	12	= \$ 1,812.50 ④

SAMPLE ONLY

-	\$ 374	⑤ Prop Tax
-		incl Fire Ins.
-	\$ 216	⑥ HOA
-	\$ 221	⑦ Utilities
(Sec. 8 Utility Allowance) -		
Principal & Interest	<u>\$ 1,001.50</u>	

30 year term /

⑧ 3.40%
interest (as of
April 11,
2016)

Loan Amount	\$ 305,517	⑨
Plus 10%	\$ 30,552	⑩

MAXIMUM SALES PRICE	<u>\$ 336,069</u>
----------------------------	--------------------------

for First & Hayes Affordable Project
using Housing Cost Method

By: _____
Rehab Loan Specialist

EXHIBIT D1 – DETERMINING SALES PRICE USING THE HOUSING COST METHOD

PROCEDURE TO CALCULATE HOUSING COST METHOD FOR SALES PRICE

- ① All units in First & Hayes Affordable Development are 3-bedroom units.
- ② As set forth in California Administrative Code Section §6932, the number of bedrooms + one shall be the family size to determine housing cost sales price.
- ③ Determine 80% AMI for the Oxnard-Ventura-Thousand Oaks MSA, adjusted for unit size (4 bedrooms).
- ④ Monthly Housing Cost = 30% * 80% AMI for Oxnard Ventura Thousand Oaks MSA
- ⑤ Determine from Ventura County Tax Collector what the estimated property taxes per month might be and
- ⑥ Determine from Developer what the monthly HOA Dues will be and subtract from the net monthly Housing Cost
- ⑦ Utilities are determined by the type of appliances and a table for townhomes or attached single family residences for a total utility allowance per month. Subtract from the net monthly Housing Cost so far.
Assumed utilities include gas for cooking, water heating, heater; other electric for lighting and plugs; water, sewer, trash, replacement for range/microwave/refrigerator, and admin charges by utility company.
- ⑧ Look up on internet the national 30-year current mortgage rate.
- ⑨ Using a mortgage calculator, input the monthly loan payment; input the term (30 years); input the loan rate to determine the amount of the loan. Per the HOME program and City of Oxnard ordinance, the homebuyer can have a combined loan to value of 90%.
- ⑩ Determine 10% for the homebuyer's down payment; homebuyer's contribution and any downpayment assistance.
- ⑪ Add ⑨ and ⑩ to determine maximum housing cost per unit.
- ⑫ Use the lesser of the two maximum limits for the HOME program to determine the sales price for the unit.

③ **2016 New Home HOME Program Maximum Purchase Price** \$ **438,000** effective April 18, 2016
for Oxnard-Ventura-Thousand Oaks

EXHIBIT D2 – DETERMINING SALES PRICE USING CPI METHOD

Housing/Affordable Housing & Rehabilitation Division 435 South "D" Street Oxnard, California 93030 (805) 385-7400 Fax (805) 385-7416			
Affordable Housing and Rehabilitation Program 435 South "D" Street, Oxnard, California 93030 Telephone 385-7400 - FAX 385-7416			
Restricted Affordable Unit Assessment Form (Based on the Consumer Price Index)			
DATE:	April 7, 2016		
ADDRESS:	First and Hayes Affordable Development		
OWNER:	Ochoa, Gerardo		
NEW BUYER:	n/a		
REQUESTED BY:	Mary Chappell		
Original Sales Price, from HUD1		\$	300,050.00 *
Cost of Living Adjustment:			
	May-16	Current CPI	249.671
	January-14	CPI @ Purchase	239.857
Current CPI	249.671		
CPI @ purchase	239.86		
Difference	9.81	- divide by CPI at Purchase = percent CPI change (use rounded to nearest 2-digit percentage)	4.00% 4.092%
Original sales price x % increase = Increase		\$	12,002.00 4%
Original sales price + increase = TOTAL CURRENT VALUE		\$	312,052.00
90% LTV		\$	280,846.80
* arbitrary number for sample			
EXHIBIT		Sample only	
Connie Hernandez, Loan Specialist			

Procedure to Calculate an Approved Sales Price Using the CPI

- 1 Fill in the initial information on property, who it is for, and most importantly, the date.
The date is used to determine the current CPI change.
- 2 Enter the original purchase price for the property from the HUD1 in the file.
- 3 Determine Cost of Living Adjustment.
 - a. Go to Bureau of Labor Statistics website:
<http://www.bls.gov/ro9/cpilosa.htm>
 - b. Go to second tab labeled "Subject Areas"
 - c. Go to Inflation and Prices
 - d. Go to Consumer Price Index
 - e. Go to CPI Tables
 - f. Go to the CPI New Releases
 - g. Go to CPI databases (just below the CPI News Releases) and Pick "Top Picks"
 - h. Select Los Angeles - All Items on the list from the *Consumer Price Index-All Urban Consumers* and click on "retrieve data".
 - i. Using the above table, select the appropriate years and look up the following:
 - 1) CPI@Purchase is the year and month the property was purchased to get the beginning CPI. Enter on second line for CPI @Purchase. [B34]
 - 2) Current CPI is today's year and month. Enter the corresponding CPI on the table on the top line where it lists "Current CPI". [B33]
 - 3) Subtract oldest CPI from newest CPI to get the difference since the purchase.
[B34-B33] = B35
 - j. Determine the percent increase in CPI
 - 1) Divide the difference between the CPI at the time of the original purchase and current CPI by the CPI at the time of the original purchase.
[ABS(B35/B34)] = E35 the absolute of the decimal expression of the percent increase]
 - 2) Round the decimal format of the percent change & enter in cell [E36]
 - 3) The rounded percent increase should be calculated and be the same as E36.
the original purchase price [D26] by the percent change [D35]. [D36] formatted as dollars.
- 4 Determine the Total Current Value
 - a. Add the original purchase or sales price [D26] to the amount allowable increase [D36].
- 5 Determine the Maximum Loan to Value on the Property
 - a. Multiply the Total Current Value [D37] by .90 = [D38]
 - b. This is the maximum combined loans to the value of the property allowable under the Resale Restriction Agreement or by the current Program policies.

EXHIBIT E- Schedule for Monitoring Fees for Units under Affordable Housing

City will review monitoring fees annually so that fees will reflect the average actual costs for monitoring per unit. Fees charged by the City to the Developer shall be in accordance with 24 CFR 92.214(9) and OMB Super Circular part 200, entitled "Cost Principles for State, Local, and Indian Tribal Governments"). City will determine the frequency of certain annual inspections on a risk-assessed basis but will not inspect on less than a three-year interval basis as required by 24 CFR 92. Developer shall not charge homeowners or tenants fees for this monitoring, except as allowable according to 24 CFR 92.214 for HOME-assisted units or applicable California State laws and regulations. Where possible, if the project has more than one type of physical monitoring inspection to be performed for more than one program (other than construction/rehabilitation inspections performed by the City's Building and Safety Program Inspectors), project managers may to incorporate and schedule the inspections at the same time. Where more than one program affects a unit, HOME will be inspected according to HOME standards and the other program, such as LIHTC will be inspected according to its standards.

Physical Inspections:

<i>Progress Inspections during construction/rehabilitation</i>	<i>Charges</i>
<i>Monitoring Checklist: Homebuyer Project (5c):</i>	\$25.00 per hour on an actual cost basis.
<i>Monitoring Summary: Homebuyer Program (5d)</i>	\$25.00 per hour on an actual cost basis
<i>Project Monitoring Checklist (5a) and (5b)</i>	\$25.00 per hour on an actual cost basis.
<i>Final Inspection</i>	\$55.00 per unit
<i>Physical Periodic Inspections for Monitoring</i>	\$55.00 per unit

New construction or rehabilitation of rental units will require a minimum of three inspections throughout the project or as progress payments are made, to verify work has been done and meets standards: initial inspection, at approximately 50% - 85% occupancy, and a final inspection. If units also have various sources of funding from the City, Developer will only be charged once, unless subsequent physical inspections are required if the inspection failed.

Physical Inspection fee initially will be set at \$55.00 per unit for regular monitoring inspections for the duration of the period of affordability. City may adjust fees periodically to cover any average actual changes in unit costs.

Other monitoring fees:

The following are examples of when certain monitoring is required for the Participating Jurisdiction to verify compliance with HOME Homeownership Housing Project or HOME Rental Housing Project regulations:

1. **Progress Inspections of New Construction or Rehabilitation of Homeownership Housing.** This is throughout the scope of work to prepare the buildings through new construction or rehabilitation of existing units and may vary depending upon the project size and requirements. Therefore, this will be charged on a per hour basis to verify that HOME Program regulations, other federal, state, and local regulations, property standards and procurement requirements are being adhered to, including verification of eligible HOME costs for payment.
 - a. City will also review affirmative marketing, homebuyer selection policies and procedures, and other documentation showing compliance with other crosscutting regulations, as amended throughout the period of affordability.

HABITAT FOR HUMANITY OF VENTURA COUNTY FIRST & HAYES AFFORDABLE DEVELOPMENT
HOME PARTICIPATION AGREEMENT

EXHIBIT E - SCHEDULE FOR MONITORING FEES FOR UNITS UNDER AFFORDABLE HOUSING

2. **Initial Rent and Occupancy Checklist:** In the event that a homeownership unit is unsold at the 9-month deadline and the unit is converted to a rental, this monitoring will be activated. At the point of 85% lease up or at point when an updated marketing action plan is required to be submitted to the LA HUD Field Office, City monitoring representative will set a monitoring appointment to review tenant files, and adherence to the tenant selection plan, affirmative marketing (as applicable), fair housing, and other federal cross-cutting requirements. HUD's HOME Monitoring Checklist 6b requires review of source income verification such as annual wage statements and minimum two months of paychecks or other income source material. Every six years HUD requires the City to ensure that source income verification and back up documentation for the income recertification that is in the files.
- Monitoring Checklist: Initial Rent and Occupancy 6b: \$ 48.00 per unit.
 - This monitoring fee may be charged during every sixth year where HOME regulations require review of source income documentation in the tenant file in accordance with current and future applicable regulations throughout the period of affordability.

3. **Ongoing Monitoring of Homeownership Projects Report(s):**

Annually the City will receive and review a report from the Developer that reports and includes evidence that owner occupancy is complied with during the period of affordability for HOME,

<i>Items reviewed for loan servicing:</i>	Monitoring Fee	Developer Monitors Homeowners	City Monitors Homeowners
property taxes are paid and kept current		\$20 per unit per year	\$36.00 per unit per year Conduct recertification, verify insurance with insurance company, and that property taxes are current. Monitors for receipt of Notice of Default with Election to Sell from other lenders of senior or junior liens.
hazard insurance is current and continues to have the City maintained as the lender loss payee or an additional insured or additional interest			
<i>Owner Occupancy Requirement Compliance</i>			
Certification form from owner			
Utility bill, insurance declaration, bank mortgage statement shows both property address, homebuyer name, and mailing address.			

- Monitoring fee for annual review: \$20.00 per unit per year if developer monitors and City verifies through a desk review.

- b. If City monitors homeowners for loan servicing and owner occupancy, monitoring fee is \$36.00 per unit

4. **Ongoing Monitoring of Converted Rental Property Reports:**

Annually the City will require a listing of all converted fixed HOME rental units which will include the following information: tenant's name, address of HOME-assisted fixed rental unit, High or Low HOME rent is charged, persons in household, bedrooms of unit, max rent, utility allowance, monthly rent, tenant's gross annual income, compliance, and unit status. If the unit is a lease-purchase – has it been conveyed to the homebuyer /tenant within 42 months of construction completion? If it has not, then unit must be converted back to a homebuyer unit first per HOME regulations. After 42 months as rental continues as rental unless converted back to homebuyer unit and sold to low income household.

Annual Monitoring Review of Rental	Cost for Monitoring
Desk review monitoring for HOME units entails reviewing the Performance Report and comparing to copies of any change in income reporting or new tenants	\$36.00 per unit per year
Every Sixth Year – Source Income documentation review and income and rent calculations	\$48.00 per unit per year.
Self –certification reports	No charge

- a. Home also requires the self-certification, as well as the Affordable Housing Program, that affordable rental units are comparable to fair market rental units, having the same amenities and that the affordable rental units do not receive less attention to maintenance as fair market rental units.
- b. Affordable Housing self-certification of compliance lists the units that are affordable, tenant name, address, income, affordable rent, number of persons in household, number of bedrooms. Income certification forms for new tenants just moving into the rental are sent also to verify eligibility and rents are correct.
5. **Monitoring fees will be reviewed** every three years with actual costs to provide the monitoring services. Monitoring fees will be adjusted to reflect actual costs for monitoring.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/16

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**
SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

☐ 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☐ Claims Made☐ COMPREHENSIVE GENERAL LIABILITY

Retroactive Date _____

☐ OWNERS & CONTRACTORS PROTECTIVE☐ 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:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

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 "City")****SUBMIT IN DUPLICATE****L.A.1.d**

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

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: Risk Manager****Reference No. _____****300 W. Third Street, Suite 302****Oxnard, CA 93030****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 _____

AFFORDABLE HOUSING AGREEMENT
(Developer for Habitat for Humanity of Ventura County, Inc.)
(First & Hayes Affordable Development)

This AFFORDABLE HOUSING AGREEMENT (the "Agreement") is entered into this ____ day of July ____, 2016, between the City of Oxnard, a municipal corporation, (hereafter referred to as "City") on the one hand, and Habitat for Humanity of Ventura County, Inc. (hereafter referred to as "Developer") on the other hand.

RECITALS

Developer is a non-profit ecumenical Christian housing ministry that helps low-income persons develop and own housing. Developer desires to use five lots (the "Property") located at the corner of First Street and Hayes Avenue, in the City of Oxnard (the "Project") for such purposes. A legal description of the Property is contained in the Grant Deed attached hereto as Exhibit A. City owns the Property. City is willing to convey the Property to Developer on the terms set forth in this Agreement.

1. PROJECT SCOPE:

A. Definitions. As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in 24 CFR 92.2

1. Adjusted income
2. Annual income
3. Family, household
4. Low income family or household

B. Other Definitions. As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations.

1. Family size appropriate for the unit
2. Housing cost and affordable housing cost
3. Monthly-adjusted income. It does not exceed one-twelfth of the adjusted household income of the homebuyer.
4. Monthly income. It does not exceed one-twelfth of the annual household income of the homebuyer.
5. Operating expenses.

Affordable Housing Cost as used herein had the following meaning:

- *For a lower income household whose gross incomes exceed the maximum income for very low-income households and do not exceed 80 percent of the area median income, an "Affordable Housing Cost" is a monthly housing cost (assuming a reasonable down payment not to exceed 10%) that does not exceed the*

Affordability Requirements of 24 CFR §92.254 (5)(i) and Title 25 of the California Code of Administrative Regulations §6924 (b) (1);.

Family size appropriate for the unit has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations § 6924 (b) (1).

Housing Cost has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It includes the annual cost of the primary loan (principal and interest) with no more than a reasonable down payment (10%), cost of hazard insurance for the replacement cost of the property and loss of use while property is restored to original condition and current codes where required, property taxes, utilities, trash, water/sewer, HOA fees, as applicable. This is the annual cost of these items or a monthly housing cost where the monthly housing cost for a purchaser shall be the average of the estimated monthly charges of these costs for the next twelve (12) months in accordance with 25 California Code of Administrative Regulations §6920.

Monthly adjusted income has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It does not exceed one-twelfth of the adjusted income of the homebuyer.

Monthly income has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It does not exceed one-twelfth of the annual income of the homebuyer.

C. Project Description and Affordability Requirements.

(1) Under this Agreement, the City will provide the Property for development of six (6) affordable single-family dwellings, three will be three-bedroom, one bath with a two- car garage and the remaining three will be two-bedroom, one-bath with a single car garage. (the "affordable units"). The affordable units shall be made available by Developer and shall be sold by Developer only to a low-income family at an affordable housing cost to such family as provided in this Agreement. Thereafter, for 45 years after the date of the first sale of the affordable units, the units shall not be sold to other than a low-income family at a price which results in an Affordable Housing Cost to that family. Provided that the units continuously have been occupied by a low-income family in accordance with the agreements between the owner and City, all income related restrictions will terminate 45 years following the date of the first sale of the units. These restrictions shall be independent of any resale restrictions imposed by Developer.

(2) The Project shall meet all City ordinances, conditions, rules and regulations, and shall be required to have approval of the City of Oxnard Planning Department Planning Commission and City

Council as provided by City ordinances, resolutions and other applicable requirements. Nothing in this Agreement requires City to exercise its police or regulatory power in a certain manner.

(3) Developer will execute an Agreement containing Covenants Affecting Real Property ("Regulatory Agreement") in the form and substance attached hereto as Exhibit C of that certain Affordable Housing HOME CHDO Set Aside Loan Agreement, restricting conveyance of the affordable units to a low-income family as set forth above. The restrictions of this Regulatory Agreement are in addition to and independent of restrictions imposed by any other funding or regulatory agency such as the HOME Investment Partnership Program.

(4) Developer will establish restrictions and preferences for initial conveyance of the affordable units as follows:

(a) The units will be conveyed only to Oxnard residents.

(b) The units will be conveyed only to a family, no member of which has owned an interest in a home during the past three years. Exceptions to this are found in Affordable Housing and Rehabilitation Division Program Policies – CDBG and HOME and the CalHome Policies and Procedures handbooks which are herein incorporated by reference. Exceptions include, but are not limited to mobilehome homeowners, displaced homemakers, or in certain instances, single parents.

(c) The initial conveyance of the units to the low-income homebuyers shall be by a grant deed in the form of Exhibit D. The initial grantee shall execute and deliver, and Developer shall cause to be recorded, a Resale Restriction Agreement in the form of this Affordable Housing Agreement Exhibit B and a Deed of Trust with Assignment of Rents in the form of this Affordable Housing Agreement Exhibit C.

D. City Participation. Subject to and in accordance with the terms and conditions set forth in this Agreement, City shall do the following:

(1) Property Conveyance. City will, subject to and in accordance with the terms and provisions of this Agreement and that of the Affordable Housing HOME Participation Agreement, convey the Property to Developer by Grant Deed, in the form and substance of Exhibit A.

Within ten days of execution of this Agreement and the Affordable Housing HOME Participation Agreement, City will provide Developer with a Preliminary Title Report issued by Chicago Title Company, showing liens and encumbrances, if any, on the Property. Within ten days of receipt of the report, Developer shall inform City in writing which, if any, of the liens and encumbrances are not acceptable. City shall within ten days thereafter state in writing whether the encumbrances will be removed. In the event that City indicates that it will not remove an encumbrance, Developer shall have the option to cancel the transaction or not, and shall inform City in writing of its decision within ten days. If Developer does not so notify the City, Developer will be deemed to have accepted the encumbrance(s). At close of escrow, City will provide, at City's expense, a CLTA owners policy of title insurance at a cost no greater than \$999.00 to the City, insuring that title as set forth in the Preliminary Title Report. Developer may, at Developer's option, obtain a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor showing a legal description and boundary lines of the property, any easements of record, and any improvements, poles, structures and things located within ten feet of

either side of the property boundary lines. Any such survey shall be prepared at Developer's direction and expense for the ALTA loan policy.

If Developer obtains such a survey and has approved the ALTA title supplement, Developer may elect, prior to the close of escrow, to have an ALTA extended owner's form of title policy, in which event Developer shall pay any additional premium attributable thereto.

(2) Failure to Complete Project. If the Project is not complete, as evidenced by certificates of occupancy for the units, and if conveyances of the units to a low-income family has not been made on or before three years from conveyance of the Property to Developer, Developer shall be in default hereunder and shall, upon demand by City, reconvey the Property together with all improvements thereon to City, provided, however, that the period for completion of the Project date may be extended for a period not to exceed one (1) year by written agreement signed by City's Mayor or designee in accordance with the City's procurement policies and procedures.

E. Construction Management. Developer shall provide all construction management for the Project. Developer will coordinate with neighborhood groups and the City Planning Department to insure that the affordable units are constructed according to quality construction standards, and to insure that the units are constructed in conformity with the surrounding community.

Developer will provide a Schedule of Performance, Exhibit A of the Affordable Housing and Rehabilitation HOME Program Participation Agreement, incorporated herein by reference prior to the execution of that Agreement. The Schedule of Performance shall also be used as the list of items to be completed for this agreement.

Developer will provide a Project Budget, Exhibit B of that certain HOME Participation Agreement with Habitat for Humanity of Ventura County for the First and Hayes Affordable Development. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items, including but not limited to monitoring fees for the period of affordability (including both the period of affordability for HOME (the first 15 years) and the remaining period of affordability (the last 30 years) covered under this agreement) in order to recoup monitoring costs as part of the project and not as an ongoing administrative cost.

F. Assumption and Assignment. Neither this Agreement nor the Regulatory Agreement may be assigned to any party without City's written consent. Such consent shall not be unreasonably withheld so long as City's interests in the Project are not placed at risk by such assignment.

2. CONSTRUCTION REQUIREMENTS. Developer will construct on the Property six (6) single-family detached residences. The affordable units shall be three (3) three-bedroom, one-bath single family residences with detached two-car garages on three separate parcels. There will also be three (3) two-bedroom, one-bath single-family residences with single car garages located on the two remaining lots that will be merged. All work on the Project shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the International Building Code included by reference within the California Building Codes and the Oxnard City Codes. In addition to all other obligations of Developer as set forth in this Agreement, Developer shall seek and obtain all necessary governmental approvals for the Project and, except as provided in paragraph 1. D. (2) above, shall pay all permit application fees and development exactions then prescribed by local ordinance or resolution at the time of submittal, unless such fees or exactions are waived by City. Nothing herein excuses compliance by Developer with any or all City ordinances,

resolutions, or development procedures or standards in connection with development of the Project. The units shall be constructed so as to be in conformance with the quality and appearance of the surrounding neighborhood.

City agrees that the Project, as described in this Agreement, may qualify for impact fee deferral as and to the extent provided by City of Oxnard Ordinance No. 2590. Developer may apply for Impact Fee Deferral to the City Planning Department. Pending approval of the City's Planning Department, City may permit deferral of the fees to the extent described in that Ordinance.

3. MAINTENANCE AND REPAIRS. Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in a reasonable manner to inspect the Project. Developer shall not be responsible for maintenance of any units, or the property upon which the units is situated once a unit is sold, and Developer shall not be responsible for maintenance of property dedicated to the public after the dedication has been accepted.

4. MONITORING PERFORMANCE.

A. Developer shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which Developer or its agents, or both, perform the actions required of them by the terms of this Agreement for the development of the Project. Developer has and hereby retains the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance of services hereunder. In regard to the development of the Project, Developer acknowledges and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Developer agrees to be solely responsible for its own acts and those of its agents and employees. Notwithstanding the foregoing, At the request of City, its agents, employees, or attorneys, Developer shall (1) promptly provide documents and provide specific answers to questions upon which information is desired from time to time relative to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, (2) provide City a photocopy of the certified financial statements of Developer for the past two years, (3) at all reasonable times during normal business hours, provide access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Developer until two years after the expiration of this Agreement.

B. Developer is also required to monitor the owner occupancy of the homebuyers for the period of affordability for the HOME requirements as well as the additional period of affordability under Ordinance 2590 of forty-five years (45) concurrent with the HOME 15-year period of affordability.

(1) Prior to the end of the City's fiscal year, June 10th, Developer will provide a report listing the homebuyer, property address, receipt of a certification of owner occupancy in the form or format as may be prescribed by the City unless otherwise directed. City will

monitor that the monitoring has been done by way of report and back up provided to Developer by homeowner.

(2) Certification of owner occupancy shall have as evidence a utility bill where service is only performed at the property situs, such as a water bill, electrical service, gas service, or trash service is provided. The mailing address and the service address must be the same and visible to serve as proof of owner occupancy, or

(3) Certification of owner occupancy may use as evidence a copy of the property tax bill sent to the homeowner where both the property address and the owner's mailing address and name are the same. The mailing address and the property address must be the same and visible to serve as proof of owner occupancy.

(4) Report shall include a copy of the signed certification of owner occupancy for each property.

(5) If the Developer is also the first mortgagee and maintains an escrow account for property taxes and hazard insurance, please also include that the homebuyer maintains replacement-cost policy, building ordinance clause and loss of use clauses for the hazard insurance and that the City of Oxnard has an endorsement as additional interest or additional insured for the resale restriction agreement. In the event that the property is damaged to the extent that it cannot economically or safely be reconstructed after a damaging incident, this will allow the City to ensure that another property would be purchased and have the resale restrictions for the remainder of the period of affordability if the replacement property is located in Oxnard. If homeowner chose not to remain in Oxnard, the insurance or homeowner would pay for the replacement unit within Oxnard if the property were too damaged to reconstruct.

5. ENFORCEMENT OF THE AGREEMENT. The affordability requirements of Paragraph D. (1) of this Agreement, and in the Regulatory Agreement, and in the HOME Participation Agreement herein incorporated by reference, constitute covenants, conditions and restrictions that run with the land and are enforceable by means of the Deed of Trust. For purposes of enforcement of the Deed of Trust, City and Developer agree that City may, at its option, establish damages for breach of the Agreement as the difference between the fair market value of the Property if unrestricted at the date of the breach amount for which the property may be sold as restricted. If Developer fails to perform any obligation under this Agreement or the Regulatory Agreement (or fails to cause the Regulatory Agreement to be recorded against the Property as soon as Developer becomes the owner of the Property), and fails to cure the default within thirty (30) days after City has notified Developer in writing of the default or if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure, City may exercise any remedy provided under this Agreement, or Regulatory Agreement, or HOME Participation Agreement or under applicable law.

6. INSURANCE. With respect to any Project activity, and before taking any action under this Agreement, Developer shall obtain and thereafter maintain in full force and effect throughout the period of this Agreement, the minimum insurance coverages set forth in the attached Exhibit INS-B.

With respect to hazard insurance for the individual properties after purchase by low-income homebuyers, the Developer shall cause the hazard insurance to have the City of Oxnard listed as an "additional interest". The endorsement should be on the policy from the beginning of the period of affordability until it is terminated at the end of the period of affordability (45 years) or if it is terminated as a result of foreclosure of the first mortgage, deed in lieu of foreclosure or assignment to the U. S. Secretary of Housing and Urban Development or CalHFA:

City of Oxnard
Affordable Housing and Rehabilitation
435 South D Street
Oxnard, CA 93030
Attn: Monitoring

Reference: File # AF-XXXXXX or [Contract Number of Resale Restriction Agreement and/or any loans the homebuyer might have with the City]

7. **HOLD HARMLESS, INDEMNIFICATION.** During the period commencing with execution of this Agreement by City, and continuing until such time as Developer no longer owns any portion of the Property with respect to the construction of all the improvements on the Property, Developer agrees to and shall defend, indemnify and hold harmless City and the City of Oxnard Housing Authority, and their respective council members, commissioners, directors, officers, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused by any person or to the property of any person which shall occur on or adjacent to the Property, or in connection with the activities of Developer under this Agreement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of Developer or its officer, employees, contractors or agents, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Developer is not obligated to indemnify City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Agreement and/or any subcontract which Developer enters into relating to implementation of the Project.

8. **SALE OF PROPERTY/CHANGE OF USE.** Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project; provided, however, that Developer shall have no liability for transfer in violation of the Agreement by Developer's successors and assigns.

9. **DEVELOPER TRANSFER.** Developer shall not assign or transfer all or any part of this Agreement without the prior written approval of City. Developer shall promptly notify City of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or

earthquakes, fires, casualties, acts of God, acts of the public enemy, terrorist attacks, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

16. **BENEFIT OF AGREEMENT.** This Agreement and every provision hereof are for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Agreement.

17. **FORM AND SUBSTANCE OF EXHIBITS. IMPLEMENTATION OF AGREEMENT.** The City's Housing Director is authorized to execute such documents as the City Attorney determines are appropriate to implement this Agreement. Documents in the form and substance of the attached Exhibits are an integral part of this Agreement. Such documents, however, may be changed prior to execution, in matters that in the opinion of the City Attorney, do not materially affect the substance of the Agreement contained therein. The City's Housing Director may accept and/or execute any such documents on behalf of the City.

18. **ENFORCEMENT OF AGREEMENT.** If any terms, provisions, conditions or covenants in this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

20. **SUPERSEDES PRIOR AGREEMENTS.** The provisions of this Agreement supersede all prior agreements and understandings between the parties hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, the City of Oxnard and the Developer have City and Developer have executed this Agreement effective as of July[], 2016,

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO AFFORDABLE HOUSING AGREEMENT]

CITY OF OXNARD, a municipal corporation HABITAT FOR HUMANITY VENTURA COUNTY, a California non-profit public benefit corporation.

Tim Flynn, Mayor

Steven Dwyer, Executive Director

Date: _____

Date: _____

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Steven M. Fischer, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Ruth Johnson, Interim Program Manager
Affordable Housing and Rehabilitation Division

Date: _____

LIST OF EXHIBITS

1. EXHIBIT A – GRANT DEED WITH RESTRICTIONS
2. EXHIBIT B – PURCHASER RESALE RESTRICTION AGREEMENT
3. EXHIBIT C – PURCHASER DEED OF TRUST WITH ASSIGNMENT OF RENTS
4. EXHIBIT D – PURCHASER GRANT DEED WITH RESALE & REFINANCE RESTRICTIONS

Documents Incorporated Herein by Reference.

Item	Location in Doc	Section In Which Referenced	Document Incorporated by Reference Only
1	Page 2	Section 1. Project Scope. Subsection C. Project Description and Affordability Requirements (3)	AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY ("REGULATORY AGREEMENT")
2	Page 3	Section 1. Project Scope. Subsection Section E. Construction Management	EXHIBIT B – SCHEDULE OF PERFORMANCE of the HOME PARTICIPATION AGREEMENT
3	Page 3	Section 1. Project Scope. Subsection Section E. Construction Management	EXHIBIT C – PROJECT BUDGET of the HOME PARTICIPATION AGREEMENT
4	Page 5	Section 5. Enforcement of the Agreement.	EXHIBIT C - AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY ("REGULATORY AGREEMENT") OF THAT CERTAIN AFFORDABLE HOUSING HOME CHDO SET ASIDE LOAN AGREEMENT WITH HABITAT FOR HUMANITY OF VENTURA COUNTY
5	Page 5	Section 5. Enforcement of the Agreement.	HOME PARTICIPATION AGREEMENT

AFFORDABLE HOUSING AGREEMENT EXHIBIT A GRANT DEED WITH RESTRICTIONS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
Affordable Housing and Rehabilitation Program
435 South D Street
Oxnard, California 93030
Attn: Program Manager

Request recording without fee. Record for the benefit of the
City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

GRANT DEED WITH RESTRICTIONS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF OXNARD, herein called "Grantor," hereby grants, to HABITAT FOR HUMANITY OF VENTURA COUNTY, INC., herein called "Grantee," the real property, hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

The property described herein is subject to an "Affordable Housing Agreement" dated as of _____[], 2016 between Grantor and Grantee and an "Agreement Containing Covenants Affecting Real Property" dated concurrently herewith. The Property may only be conveyed to low-income persons as provided therein.

By the Grantee's acceptance hereof, the Grantee agrees, for itself, its successors and assigns, to refrain from restricting the transfer of the Property on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person. All instruments of transfer entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

"The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees,

subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The foregoing shall be covenants running with the land for the benefit of, and as a burden upon the Home, and shall remain in effect in perpetuity. Nothing in this paragraph shall be construed as permitting the Grantee to lease, assign the right to occupy, or otherwise transfer the Home other than as permitted in the above described Affordable Housing Agreement and Agreement Containing Covenants Affecting Real Property.

No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest encumbering the Property.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 201_.

NOTARIZATION REQUIRED

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO GRANT DEED WITH RESTRICTIONS]

Grantor:

CITY OF OXNARD, a municipal corporation

By: EXHIBIT _____
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Steven M. Fischer, City Attorney

The grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

Grantee:

HABITAT FOR HUMANITY OF VENTURA
COUNTY INC., a non-profit Christian ministry

By: _____
Steven Dwyer, Executive Director

EXHIBIT "A"**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 57, 58, 59, 60 and 61 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as shown on Map recorded in Book 17, Page(s) 33, of Maps, in the office of the County Recorder of said County.

**AFFORDABLE HOUSING AGREEMENT EXHIBIT B -
PURCHASER RESALE RESTRICTION AGREEMENT**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Oxnard
305 W. Third Street
Oxnard, California 93030
Attn: Housing Director

No Recording Fee Required in Accordance
With California Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDING USE

**RESALE RESTRICTION AGREEMENT
LOW INCOME**

SECURED BY DEED OF TRUST

(RESTRICTS REFINANCING)

THIS RESALE RESTRICTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the City Of Oxnard, a municipal corporation (the "City"), and _____ ("Owner"). The term Owner also applies to any subsequent owner of the property or any interest in the property herein described.

SUMMARY

A. The Owner is concurrently herewith acquiring that certain real property (the "Home") located in the City of Oxnard, County of Ventura, State of California, legally described in Exhibit "A" attached hereto and incorporated herein by reference, the address of which is set forth in Section 1. (b) of this Agreement and which the Owner shall occupy as the Owner's sole residence. The Owner represents to the City and the City is relying upon the Owner's representation that the Owner has not owned a home within three (3) years of the date of this Agreement.

B. For the purpose, among others, of increasing the supply of affordable housing in the City of Oxnard, the City has provided financial assistance to the development of low-income affordable housing in the project in which the Home is situated. In consideration of the benefits provided to the Owner by the City's affordable housing program and assistance, to insure that the assistance provided by the City achieves the goal of providing affordable housing in the City, and in consideration of the affordable sales price of the Owner's Home, the Owner is executing this Agreement restricting transfer of the Home.

C. The Owner has represented to the City that the Owner and the Owner's household qualify as a Person or Family of Low Income. The term "Low Income" is defined below.

D. This Agreement restricts transfer of the Home. The Owner may transfer the Home only to a Low-Income Family and only at an affordable housing cost as described herein for forty-five years (45) from the date of this Agreement.

DETAILED AGREEMENT TERMS

1. Identifying Information.

(a) Name of Owner: The name of the Owner is _____.

Each person or family that becomes an Owner of the Home shall be deemed an Owner for purposes of this Agreement.

(b) Address of the Home. The address of the Home is _____, Oxnard, CA 93030.

2. Definitions. For purposes of this Agreement, the terms listed below shall have the meanings hereinafter specified.

(a) Area Median Income. As used in this Agreement, "area median income" means the median family income of the Ventura County Standard Metropolitan Statistical Area, as determined and published annually by the United States Department of Housing and Urban Development ("HUD"), adjusted for family size appropriate for the Home pursuant to Health and Safety Code Section 50093, and set forth in 25 California Administrative Code Section 6932.

(b) Affordable Housing Cost. *For a lower income household whose gross incomes exceed the maximum income for very low-income households and do not exceed 80 percent of the area median income, an "Affordable Housing Cost" is a monthly housing cost (assuming a reasonable down payment not to exceed 10%) that does not exceed the*

Affordability Requirements of 24 CFR §92.254 (5)(i) and Title 25 of the California Code of Administrative Regulations §6924 (b) (1);.

(c) Deed of Trust. This Agreement is secured by a Deed of Trust (the “City Deed of Trust”). Violation of any of the terms of this Agreement may result in foreclosure of the Deed of Trust.

(d) Housing Cost. For the purposes hereof, the term “housing cost” has the same meaning given and attributed in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations. It includes the annual cost of the primary loan (principal and interest) with no more than a reasonable down payment (10%), cost of hazard insurance for the replacement cost of the property and loss of use while property is restored to original condition and current codes where required, property taxes, utilities, trash, water/sewer, HOA fees, as applicable. This is the annual cost of these items or a monthly housing cost where the monthly housing cost for a purchaser shall be the average of the estimated monthly charges of these costs for the next twelve (12) months in accordance with 25 California Code of Administrative Regulations §6920.

(e) Person or Family of Very Low, Low or Moderate Income. Person or Family of Very Low, Low, or Moderate Income means a person, family or household meeting the income qualification limits set forth in California Health and Safety Code Section 50105, 50079.5, and 50093, and Title 25 of the California Code of Regulations Section 6910, et seq., as applicable, as such statutes and regulations may be amended from time to time, and any successor statutes thereto. A Person or Family of Low Income may be a person or family of very low income as provided in California Health Safety Code Section 50105. The income limits to be used throughout this agreement are those official State Income Limits for the year according to 25 CCR Section 6932, published annually by the State of California. The State of California makes adjustments to the income limits provided by HUD annually to account for State statutory adjustments required and the 2013 Departments Hold Harmless Policy in the case of rental properties. These income limits are different from those used in other programs such as HOME, CDBG, and Section 8 Rental Assistance. Information concerning income qualification limits may be obtained upon request from the City at the address set forth in paragraph 15 below.

(f) Promissory Note. If Owner has received financial assistance from the City as part of the First Time Homebuyer Down Payment Assistance Program, “Promissory Note” refers to a promissory note in the sum of \$_____ reflecting such assistance.

(g) Qualified Person means a Person or Family of Low-Income.

(h) Transfer means any sale, lease, financing, refinancing, junior financing, assignment, conveyance or other transfer of any kind, voluntary or involuntary, of any interest (legal or equitable) in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a tenancy in common interest, or an interest evidenced by a land contract by which possession of the Home is transferred and the Owner retains title.

3. Restriction on Transfer.

(a) The Owner shall not Transfer the Home, or enter into agreements to transfer the Home, except in compliance with the terms of this Agreement.

(b) The Owner shall not lease or assign the right to occupy the Home during the term of this Agreement.

(c) Any violation or breach of the provisions hereof is prohibited and may result in default under the City Deed of Trust and foreclosure, and the Owner losing the Home. This Agreement may be executed by the City, but its restrictions are enforceable as a unilateral agreement whether or not the City executes the Agreement.

4. Term of Agreement. This Agreement shall become effective immediately and shall terminate forty-five years (45) after the date of recordation hereof in the Official Records of Ventura County, California (the "Term"). The City has determined that this is the longest period feasible for continuing the Term of this Agreement.

Covenant to Maintain Affordability/Occupy Home.

(a) The Home is being sold to the Owner to increase and improve the community's supply of low-income housing available at an Affordable Housing Cost. To this end, the Owner agrees that during the Term, the Home shall, except as provided in Section 6 hereof, remain available only at an Affordable Housing Cost and shall only be used and/or owned by Qualified Persons as defined herein.

(b) In connection with any transfer by a Qualified Person to a Qualified Person during the Term, the transferee shall assume all obligations under this Agreement.

(c) If after the expiration of the entire Term, the Owner has not either (i) sold, transferred, or assigned the right to occupy the Home except to a Qualified Person, except where expressly permitted by Section 6 hereof, or (ii) leased the Home in violation of the terms hereof, or (iii) refinanced, hypothecated, encumbered, or mortgaged the Home in violation of the terms hereof, or (iv) sold the Home at a price exceeding the maximum price permitted under Section 8 and Section 10 hereof, or (v) otherwise breached the terms and provisions hereof, or of any other agreement with the City, then the resale restrictions of this Agreement shall terminate.

(d) In addition, if, without the City's consent, the Owner fails to occupy the Home as the Owner's sole residence for a period of two hundred seventy (270) calendar days, cumulatively, in any calendar year, then the Owner shall be in default under this Agreement.

5. Permitted Transfers and Mortgages.

(a) Sales to Qualified Persons. The Owner may sell the Home to Qualified Persons, on the condition that (i) the Owner complies with the requirements of Sections 9 and 10 hereof, (ii) the transferee covenants to occupy the Home as such party's sole residence, and (iii) the purchase price (if the transfer is a sale) does not exceed the maximum permitted resale price set forth in Section 10 hereof. Any permitted transferee shall acquire the Home subject to the terms and conditions of this Agreement. Any permitted transferee shall execute in recordable form an assumption agreement accepting such terms and conditions in form and content satisfactory to the City's Housing Director.

(b) Intra-Family Transfers. The following transfers shall not be breaches of this Agreement: transfer by gift, devise, or inheritance to the Owner's spouse; transfer by devise, or inheritance to the Owner's children; taking of title by a surviving joint tenant that is the Owner's spouse; transfer of title to a spouse as part of a divorce or dissolution proceeding; acquisition of title in conjunction with marriage; transfers of title to children when the children's income does not exceed Low Income at the time of transfer. Following any such transfer, the Agreement shall remain in full force and effect.

(c) First Trust Deed – Purchase. The Owner may encumber the Home with a first position Deed of Trust or mortgage securing a purchase money loan "First Deed of Trust"), pursuant to Section 7 of this Agreement. The Owner may also, at the time of purchase of the HOME, pursuant to Section 7 of this Agreement, encumber the HOME with junior trust deed(s) in favor of the California Housing Finance Agency, its successors and assigns (hereinafter referred to as "CalHFA") or the City of Oxnard, its successors and assigns, through its First Time Homebuyer Down Payment Assistance Program.

(d) Refinancing of First Trust Deed. The Owner may refinance a First Deed of Trust encumbering the Home on the condition that the interest, terms and conditions are reasonable (in the reasonable discretion of the City) at the time the refinancing takes place, and the principal amount thereof does not exceed the original principal amount of the loan secured by the first trust deed or mortgage being refinanced (plus reasonable loan fees and costs); and provided the conditions of Section 7 below are met.

(e) Junior Trust Deeds. The Owner may not encumber the HOME with a junior trust deed except as follows:

(i) The City shall consider in good faith whether to permit a loan, to be secured by a junior trust deed or mortgage encumbering the Home, the proceeds of which are only to be used to pay for repairs or the construction of improvements to the Home, on the following terms and conditions: (a) the cost of the repairs or the improvements (plus loan fees and loan costs), does not exceed the principal amount of such loan, (b) the loan is originated by a bank, savings and loan association, or other institutional lender, (c) the interest rate and payment terms thereon are reasonable (in the City's reasonable opinion), (d) the Owner shall be capable of meeting the monthly payments provided by such loan (in the City's reasonable opinion), and (e) the Home is not over-encumbered, (i.e., total encumbrances do not exceed the restricted sale price of the Home).

(ii) Notwithstanding the provisions of paragraph 6(3) (i) above, the Owner may refinance the HOME, including placing a junior trust deed on the HOME with the written permission of the Housing Director of the City or his/her designee pursuant to the City Council policy adopted February 9, 2004, provided that such policy is in effect at the time of the request for refinancing or a junior encumbrance is made. Owner must comply with the policy and all such financing. Such policy provided for encumbrance of the HOME up to an amount not more than 90% of the restricted sale price set forth in paragraph 10 below for certain purposes other than those set forth in paragraph 6(e) (i).

(iii) The prohibitions of this Section 6 do not apply to and this Agreement permits junior liens to be placed on the property by CalHFA to secure purchase money financing.

7. Subordination to First Trust Deed Encumbrances.

(a) The City recognizes that immediately prior to or concurrent with the recordation hereof the Owner is recording or may be recording a First Deed of Trust (securing a purchase money loan made by an institutional lender) that shall be superior to this Agreement and the City's Deed of Trust. The provisions of this Agreement are subordinate to those of such First Deed of Trust. In the event of the foreclosure of such First Deed of Trust, or the conveyance by deed in lieu of foreclosure thereof of the Home to a bank, savings and loan, other institutional lender that is the beneficiary of such First Deed of Trust, the assignment of the insured mortgage to HUD or CalHFA that is the beneficiary of such First Deed of Trust, the provisions hereof shall terminate and be of no force or effect. The City also recognizes that immediately prior to or concurrent with the recordation hereof, the Owner is recording or may be recording a junior Deed of Trust securing secondary financing provided by CalHFA in connection with Owner's purchase of the Home. The provisions of this Agreement are subordinate to those of such CalHFA secondary financing. In the event of the foreclosure of a deed of trust or the conveyance by deed in lieu of foreclosure thereof to CalHFA securing such financing, the provisions hereof shall terminate and shall be of no force and effect.

(b) The City further agrees that, in the event of a resale of the Home or a refinancing of a First Deed of Trust permitted under this Agreement, the City will execute a subordination agreement, in form and substance acceptable to the lender, subordinating this Agreement and the City Deed of Trust to the deed of trust, in favor of any bank, savings and loan association, or other institutional lender which makes the loan to refinance the First Deed of Trust loan(which subordination will inure to the benefit of CalHFA if CalHFA becomes the owner of the loan secured by such deed of trust), subject to the following terms and conditions:

(i) In the case of a sale, the original principal balance of the promissory note secured by such trust deed may not exceed the lesser of the resale price permitted by paragraph 10 hereof or fair market value of the Home, as determined by the appraisal relied upon by the lender. In the case of a refinance, such new trust deed loan may not exceed the lesser of the resale price permitted by paragraph 10 hereof, the principal amount of the loan secured by the First Deed of Trust or the fair market value of the Home;

(ii) The terms and provisions of the loan secured by such deed of trust, including interest rate, term, amortization, fees, acceleration clauses, late payment charges, and prepayment charges shall be substantially similar to those in effect at the time of the refinance or sale transaction with reputable institutional lenders making similar loans to similar borrowers, unless deviations are pre-approved in writing in advance of the subordination by the City;

(iii) The Owner shall deliver to the City true and accurate copies of the loan agreement, proposed promissory note, deed of trust, and a written statement from the Owner certifying that such documents are true and accurate copies of the loan documents that the Owner intends to execute in connection with the loan;

(iv) On recording the new first trust deed, the Owner, at the Owner's expense, shall cause to be recorded in the Office of the Ventura County Recorder a written request for a special notice of default in favor of the City; and

(v) The City may condition any such subordination upon its receipt of assurances from a reputable title company that this Agreement is not being subordinated to any liens or encumbrances other than such new loan as the result of such subordination.

If the City, at its sole election, advances any sums to any senior lien holders that are due and payable by the Owner to the senior lien holder, such amounts shall immediately be due and payable by the Owner to the City together with interest thereon at the maximum legal rate permitted under California usury laws.

8. Resale Price Controls and Procedures.

(a) If the Owner elects at any time to sell the Home, then the Owner shall, prior to signing a listing agreement or other authorization to sell with a real estate broker, first provide to the City a notice (the "Notice of Proposed Sale") setting forth the Owner's intention to sell the Home, and a property information form to be prepared by the City. Such Notice shall contain information about the Owner's original purchase price of the Home. The Owner agrees to consider as purchasers Qualified Persons identified on a list that may be maintained by the City. Nothing contained herein shall be construed as imposing on the City any obligation to find a purchaser of the Home if the Owner has elected to sell the Home.

(b) The Owner may sell the Home only to a Qualified Person at a price that does not exceed the price set forth in Section 10. Each successor in interest to the Owner shall acquire the Home subject to the continuation of the restrictions on the Home provided in this Agreement and the City Deed of Trust. In the event of such a sale, the City will subordinate its interest in this Agreement and the City Deed of Trust to the extent provided in Section 7 hereof.

(c) The escrow instructions may provide for conditions or contingencies of the type and nature customarily included in residential purchase escrows (including but not limited to

financing contingencies, inspection rights, and preliminary title report approvals), provided that any such conditions or contingencies (other than the status of title to the Home at the time of conveyance and other conditions which by their nature cannot be satisfied prior to closing) must be satisfied or waived on or before the close of escrow. The proceeds of the sale shall be used to pay off all monetary liens and encumbrances upon the close of escrow. Escrow shall close within a reasonable time after opening thereof.

(d) The Owner shall notify any proposed purchaser in writing prior to such person's execution of escrow instructions, deposit receipt, purchase and sale agreement or similar agreement, whichever is earliest, that the title to the Home will be restricted in the manner described herein.

(e) The Owner may require a deposit to open escrow in an amount not to exceed three percent (3%) of the purchase price. Title to the Home shall be delivered to the purchaser at the close of escrow free and clear of monetary liens and encumbrances, except as provided for in this Agreement. Closing costs shall be allocated between the buyer and seller according to the customary practices in Ventura County in effect at the time the escrow is opened.

(f) For the purpose of confirming with the City that a proposed purchaser is a Qualified Person that will be paying a purchase price that is in compliance with the terms hereof, the Owner shall notify the City in writing of any offer from a prospective purchaser which the Owner intends to accept, disclosing the identity of such prospective purchaser and providing the City with such financial, credit, and other information on such prospective purchaser as required by the City, including the following:

- (i) Name and address of the purchaser.
- (ii) Number of persons comprising the purchaser's household and their names and ages.
- (iii) Proposed purchase price of the Home, and any other consideration for the purchase of the Home.
- (iv) Amount of down payment.
- (v) Terms of any loan that will be used by the purchaser to finance the purchase of the Home, including, but not limited to, principal, interest rate, terms, and loan fees.
- (vi) Closing date.
- (vii) Aggregate annual income of the purchaser's household.
- (viii) Most recent federal and State income tax returns of the purchaser and all other members of the purchaser's household for the preceding two (2) calendar years, and verification of the proposed purchaser's salary or wages from the purchaser's employer or from current pay stubs showing year to date as well as period payroll for the preceding two (2) calendar years.

(ix) Copy of any proposed purchase and sale agreement, escrow instructions, loan application, or other agreements between the Owners and the purchaser of the Home or relating to the sale of the Home.

(x) A written statement signed by the proposed purchaser that the Home will be occupied by the purchaser of such Home and used as his or her sole residence.

The above-listed requirements may be satisfied by delivery to the City of a written certification of the foregoing information from the purchaser's lender who shall hold a first position trust deed encumbering the Home.

(g) The City shall have thirty (30) days to review the information. If the City fails to approve the purchaser within such period of time, then the purchaser shall be deemed disapproved by the City. The City may require the purchaser to submit other written documentation reasonably requested by the City to verify the information set forth herein and to determine that the Affordable Housing Cost restrictions of this instrument shall be satisfied. If the City receives all such prospective purchaser information requested by the City, the City shall determine whether the prospective purchaser is a Qualified Person, and shall thereafter promptly notify the Owner in writing that the prospective sale is authorized and approved, or that the prospective purchaser does not qualify to purchase the Home as a Low Income Person or Family. The City hereby designates the City's Housing Director, or such other person as the City's Housing Director may designate, to make the evaluations, reviews and determinations set forth in this Section.

(h) If the City notifies the Owner that the sale is authorized and approved, the Owner shall proceed to complete the sale of the Home within seventy-five (75) days of the date of such approval from the City.

9. Notification Prior to Mortgage, Encumbrance or Hypothecation. If Owner desires to refinance any loan secured by a First Deed of Trust encumbering the Home, or to borrow funds for a new loan to be secured by a junior trust deed encumbering the Home the proceeds of which are to be used to pay for repairs or the construction of improvements to the Home, then at least forty-five (45) days prior to the proposed closing of the transaction, the Owner shall submit to the City in writing the following information:

- (a) Name and address of lender.
- (b) Terms of the loan, including, but not limited to, principal, interest rate, term, and loan fees.
- (c) Closing date of the loan.
- (d) Copy of any proposed escrow instructions, loan application, or other agreements between the Owner and the lender.

The City shall have fifteen (15) days to review the information. If the City fails to approve the refinancing within such period of time, then the refinancing shall be deemed disapproved by the City.

The Owner shall submit to the City other written documentation reasonably requested by the City to verify the information set forth herein.

10. Restriction on Resale Price. The Owner shall not resell the Home at a price higher than the lesser of the following two Calculation Methods:

(a) Calculation Method One: a price which yields an Affordable Housing cost (as defined in Section 2(b) for the prospective purchaser assuming a reasonable down payment not to exceed 10% and fixed rate loan at prevailing institutional rates. Refer to the example given in Exhibit B1- Determining the Resale Sales Price Using the Housing Cost Method for a sample of how to calculate the maximum resale sales price.

(b) Calculation Method Two: A price equal to the sum of:

(i) The base price of the Home; plus

(ii) an amount equal to the base price of the Home, multiplied by the percentage increase in the Consumer Price Index from the date Buyer purchased the Home until the City receives notice pursuant to Section 8 above; plus

(iii) the cost of improvements less depreciation at 7% per annum, with the cost determined by the City on the basis of receipts provided by Buyer, and satisfactory to the City; plus

(iv) the amount needed to remedy any deficiencies in the Home, as determined by the City, including but not limited to:

(A) Violations of applicable building, plumbing, electric, fire or housing codes; except that there shall be no credit for the cost of corrections resulting from damage or deferred maintenance, or unlawful additions or alterations to the Home by Buyer;

(B) Repair of appliances furnished to Buyer upon purchase of the home which are not in good working order;

(C) Holes and other defects (except for holes from picture hangers) in walls, ceilings, floors, doors, windows, screens, carpets, drapes, countertops and similar appurtenances; and

(D) Repairs needed, as determined by the City, to put the Home into saleable condition, including, but not limited to, cleaning and painting; plus

(v) Cost to Buyer of closing actually incurred by Buyer, including appraisal costs, title insurance costs, brokers' commissions, and other costs actually incurred by Buyer in connection with closing sales transactions.

11. Equity Sharing on appreciation of property of the first market sale after the restriction period.

(a) Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation on the land and structure of the home.

(b) The City and Developer shall recapture any initial subsidy in the cost of the land and its proportionate share of appreciation that has not already been forgiven. The equity share amount will be split proportionately between the City and the Developer on a percentage basis dependent upon the initial investment contribution to the structure of the affordable housing unit when the first sale occurs after the total period of affordability (HOME and density bonus or per affordable housing agreement) has ended. The land portion of the property value is not included as it was granted to Developer for the project. Each will use the funds in conformance with 24 CFR 92.300(a) (2).. The amounts recaptured by the City and Developer shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership or may be used for another HOME eligible activity.

(c) The City's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the low-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(d) The City's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

12. Annual Reporting.

(a) The assistance provided by City to the Developer, Habitat for Humanity of Ventura County to enable Owner's purchase of the Home at an Affordable Housing Cost is the rationale for the resale and refinance restrictions being imposed upon the Home by this Agreement.

(b) Furthermore, as a condition of the Home remaining at an Affordable Housing Cost through the term of this Agreement, the Owner shall submit to the City or Developer as may be stated in the Affordable Housing Agreement and/or HOME Participation Agreement annually, on or before June 30 of each calendar year, an annual certification of owner occupancy in compliance with Section 5 (d). The Owner shall not be deemed to be in default for any failure to deliver such report or annual certification until 30 days after receipt of written notice from the City requesting such certification or report. The City shall have the option of establishing the type of form on which this information must be provided. Nothing contained herein shall be construed as permitting the Owner to rent or lease the Home.

12. Nondiscrimination Covenants. By the Owner's acceptance hereof, the Owner agrees, for itself, its successors and assigns, to refrain from restricting the transfer of the Home on the

basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person. All instruments of transfer entered into with respect to the Home shall contain or be subject to substantially the following nondiscrimination or non-segregation clause:

“The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any bases listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, such as race, color, creed, religion, sex, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the Home, and shall remain in effect in perpetuity. Nothing in this paragraph 12 shall be construed as permitting the Owner to lease, assign the right to occupy, or otherwise transfer the Home other than as permitted in this Agreement.

13. Maintenance of the Home/Prohibition Against Waste: The Owner shall not commit waste upon the Home. The Owner shall not remove or demolish the improvements on the Home. The Owner shall, throughout the Term hereof, keep and maintain the Home and the improvements thereon in good condition and repair and in compliance with the standards of the Oxnard City Code. If the Owner at any time fails to so keep and maintain the Home in good condition and repair, after thirty (30) days' notice from the City (which notice may be given independently of and is not required to be a part of or based on any code enforcement proceedings), the City may exercise its remedies for default hereunder, the City may, but is not required to enter the Home and perform such deferred maintenance, and the Owner shall promptly reimburse the City for all costs incurred by the City in performing such maintenance.

14. Default: If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of the notice of default, or in the case of a default which by its nature cannot be cured within a thirty (30) day period, if the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly within a reasonable period of time after commencement, all remedies for enforcement of this Agreement may be exercised, including foreclosure of the City Deed of Trust securing this Agreement, and the defaulting party shall be liable to the other party for damages caused by such default.

In addition to the failure to observe or perform any other covenants herein, the Owner shall be in default under this Agreement (i) if any representation of the Owner or omission of the Owner to state a material fact concerning the Owner's purchase of the Home is false. In the case of such a default, the City is not required to give thirty (30) days' notice prior to commencing enforcement proceedings, (ii) if the Owner defaults in the performance of obligations under the Agreement or Deed of Trust, (iii) if the Owner defaults in the performance of obligations imposed by any holder of any trust deed or lien encumbering the Home, whether prior to or subordinate to the lien of the City or this Agreement.

15. Notices. All notices to be delivered to the parties pursuant to the terms hereof shall be in writing and shall be delivered in person or by U.S. Mail or other delivery service to the addresses listed below.

Any of the following addresses may be changed by written notice. If the notice is given it shall be deemed effective upon three (3) business days after deposit of same, postage prepaid, in the U.S. Mail, or the date of actual receipt as evidenced by personal acknowledgment, return receipt or other comparable means.

If to Owner: At the address for the Home set forth in Section 1. (b)

If to City: City of Oxnard
Affordable Housing Program
435 South D Street
Oxnard, California 93030
Attn: Program Manager

16. Enforcement of Covenants/Purchase Option:

(a) Subject to Section 7 hereof, the covenants established in this Agreement shall be binding on the Owner and any successor in interest of the Owner to the Home, and shall be for the benefit and in favor of the City and for the owners of adjacent and other property in Tract No. _____, and for the general community and public good.

(b) The covenants shall run with the land in favor of the City and its successors, and shall be a burden upon the Home and shall be for the benefit of all properties in the housing development in which the Home is located, the City, and the general public. The covenants established in this Agreement shall be incorporated by reference in all deeds conveying all or any portion of the Home. The Owner (and each successor in interest, as the case may be) shall furnish a copy of this Agreement to any successors in interest. The City shall have the right, in the event of any breach by the Owner of any covenant or agreement herein, to exercise all the rights and remedies, including foreclosure, provided in the City Deed of Trust and/or to maintain any actions at law or suits in equity or other proceedings to enforce the curing of such breach of covenant or agreement. The City shall have the right to establish and recover by foreclosure of City Deed of Trust or other action, all damages of any nature resulting from any breach of the covenants. Such damages, at the option of City, may include

damages based on the City's investment in and expense associated with the Home and the Project in which the Home is located, and the expense to City of providing comparable replacement affordable housing. Such damages may also be based upon the difference between fair market value of the Home at the time of default as unrestricted and the permitted resale price of the Home as calculated herein.

(c) Notwithstanding, and in addition to, any other remedies available to the City, the Owner hereby grants to the City the option to purchase the Home following written notice by the City to the Owner of a default by the Owner under this Agreement, including a default under an agreement secured by a senior lien. This option to purchase is given in consideration of the economic benefits received by the Owner from the City.

The City shall have thirty (30) days after a default is declared to notify the Owner and any lender with a lien on the Home of its decision to exercise its option to purchase. The Owner shall upon such notification cooperate with the City in all aspects and take all action necessary and appropriate to consummate a purchase and sale no later than 60 days after the notification.

The City shall have the right to purchase the Home for the resale price established pursuant to paragraph 10 of this Agreement. To the extent necessary, sales proceeds must be used to satisfy liens encumbering the Home. The City shall receive credit for any amounts of direct homebuyer subsidy given to Owner and the City's investment for the affordable housing unit to be applied against the repurchase price referred to in this Section.

17. Administration. The City may administer the terms hereof or may, from time to time, assign its rights hereunder or designate another entity, person, licensed real estate broker or organization to administer the terms hereof.

18. Independent and Severable Provisions. If any provision of this instrument is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render any other provision unenforceable hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

19. Further Assurances and Recordation. The Owner covenants that upon request of the City, the Owner, or its heirs, successors or assigns, will execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this instrument. At the expiration of the Term, the City agrees to provide to the Owner an instrument in recordable form that has the effect of confirming the termination of the affordable housing requirements of this instrument.

20. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this instrument.

21. No Waiver. No waiver by the City of its rights hereunder, or of any breach by the Owner of any covenant, restriction, or condition herein contained, shall be

effective unless such waiver is in writing, signed by the City and delivered to the Owner. Any waiver by the City of its power to terminate the Owner's estate herein or of any covenant, restriction, or condition herein contained, or the failure by the City to exercise any right or remedy with respect to any breach or breaches, shall not constitute a waiver or relinquishment for the future of any rights regarding subsequent sales, or of any such covenant or condition nor bar any right or remedy of the City in respect of any subsequent breach.

22. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof and the provisions hereof may be modified or amended only by a written instrument signed by the party to be charged.

23. Attorneys' Fees. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

24. Foreclosure of Superior Mortgage. In the event of the foreclosure of a First Deed of Trust, or the conveyance by deed in lieu of foreclosure of the Home to a bank, savings and loan, or other institutional lender holding a First Deed of Trust (or to CalHFA if CalHFA is or becomes a holder), or the assignment of the insured mortgage to HUD, the provisions hereof shall terminate and be of no force or effect.

25. Amendment. This Agreement may be amended only by a writing executed by all parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SIGNATURES MUST BE NOTARIZED

City of Oxnard

Owner

By: _____

By: _____

Arturo Casillas

Title: Housing Director

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 57, 58, 59, 60 and 61 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as shown on Map recorded in Book 17, Page(s) 33 , of Maps, in the office of the County Recorder of said County.

PROCEDURE TO CALCULATE HOUSING COST METHOD FOR SALES PRICE

- ① All units in First & Hayes Affordable Development are 3-bedroom units.
- ② As set forth in California Administrative Code Section §6932, the number of bedrooms + one shall be the family size to determine housing cost sales price.
- ③ Determine 80% AMI for the Oxnard-Ventura-Thousand Oaks MSA, adjusted for unit size (4 bedrooms).
- ④ Monthly Housing Cost = 30% * 80% AMI for Oxnard Ventura Thousand Oaks MSA
- ⑤ Determine from Ventura County Tax Collector what the estimated property taxes per month might be and
- ⑥ Determine from Developer what the monthly HOA Dues will be and subtract from the net monthly Housing Cost
- ⑦ Utilities are determined by the type of appliances and a table for townhomes or attached single family residences for a total utility allowance per month. Subtract from the net monthly Housing Cost so far.
Assumed utilities include gas for cooking, water heating, heater; other electric for lighting and plugs; water, sewer, trash, replacement for range/microwave/refrigerator, and admin charges by utility company.
- ⑧ Look up on internet the national 30-year current mortgage rate.
- ⑨ Using a mortgage calculator, input the monthly loan payment; input the term (30 years); input the loan rate to determine the amount of the loan. Per the HOME program and City of Oxnard ordinance, the homebuyer can have a combined loan to value of 90%.
- ⑩ Determine 10% for the homebuyer's down payment; homebuyer's contribution and any downpayment assistance.
- ⑪ Add ⑨ and ⑩ to determine maximum housing cost per unit.
- ⑫ Use the lesser of the two maximum limits for the HOME program to determine the sales price for the unit.
- ⑬ **2016 New Home HOME Program Maximum Purchase Price for Oxnard-Ventura-Thousand Oaks \$ 438,000 effective April 18, 2016**

EXHIBIT B2 – DETERMINING THE RESALE SALES PRICE USING THE CPI METHOD

Housing/Affordable Housing
& Rehabilitation Division
435 South "D" Street
Oxnard, California 93030
(805) 385-7400
Fax (805) 385-7416



Affordable Housing and Rehabilitation Program
435 South "D" Street, Oxnard, California 93030
Telephone 385-7400 - FAX 385-7416

Restricted Affordable Unit Assessment Form
(Based on the Consumer Price Index)

DATE: April 7, 2016
ADDRESS: First and Hayes Affordable Development
OWNER: First-Time Homebuyer
NEW BUYER: n/a
REQUESTED BY: Mary Chappell

Original Sales Price, from HUD1	\$	300,050.00	*
Cost of Living Adjustment:			
May-16	Current CPI	249.671	
January-14	CPI @ Purchase	239.857	
Current CPI	249.671		
CPI @ purchase	239.86		
	- divide by CPI at Purchase		
	= percent CPI change		
	(use rounded to nearest 2-		
Difference	9.81 digit percentage)	4.00%	4.092%
Original sales price x % increase = Increase	\$	12,002.00	4%
Original sales price + increase = TOTAL CURRENT VALUE	\$	312,052.00	
90% LTV	\$	280,846.80	

* arbitrary number for sample

EXHIBIT
Connie Hernandez, Loan Specialist

Sample only

Procedure to Calculate an Approved Sales Price Using the CPI

- ¹ Fill in the initial information on property, who it is for, and most importantly, the date.
The date is used to determine the current CPI change.
- ² Enter the original purchase price for the property from the HUD1 in the file.
- ³ Determine Cost of Living Adjustment.
 - a. Go to Bureau of Labor Statistics website:
<http://www.bls.gov/ro9/cpilosa.htm>
 - b. Go to second tab labeled "Subject Areas"
 - c. Go to Inflation and Prices
 - d. Go to Consumer Price Index
 - e. Go to CPI Tables
 - f. Go to the CPI New Releases
 - g. Go to CPI databases (just below the CPI News Releases) and Pick "Top Picks"
 - h. Select Los Angeles - All Items on the list from the *Consumer Price Index-All Urban Consumers* and click on "retrieve data".
 - i. Using the above table, select the appropriate years and look up the following:
 - 1) CPI@Purchase is the year and month the property was purchased to get the beginning CPI. Enter on second line for CPI @Purchase. [B34]
 - 2) Current CPI is today's year and month. Enter the corresponding CPI on the table on the top line where it lists "Current CPI". [B33]
 - 3) Subtract oldest CPI from newest CPI to get the difference since the purchase. $[B34-B33] = B35$
 - j. Determine the percent increase in CPI
 - 1) Divide the difference between the CPI at the time of the original purchase and current CPI by the CPI at the time of the original purchase.
 $[ABS(B35/B34)] = E35$ the absolute of the decimal expression of the percent increase]
 - 2) Round the decimal format of the percent change & enter in cell [E36]
 - 3) The rounded percent increase should be calculated and be the same as E36.
 - 4) The amount allowable to increase the sales price is calculated by multiplying the original purchase price [D26] by the percent change [D35]. [D36] formatted as dollars.
- ⁴ Determine the Total Current Value
 - a. Add the original purchase or sales price [D26] to the amount allowable increase [D36].
- ⁵ Determine the Maximum Loan to Value on the Property
 - a. Multiply the Total Current Value [D37] by .90 = [D38]
 - b. This is the maximum combined loans to the value of the property allowable under the Resale Restriction Agreement or by the current Program

AFFORDABLE HOUSING AGREEMENT EXHIBIT C
DEED OF TRUST WITH ASSIGNMENT OF RENTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Executive Director
City of Oxnard
435 South "D" Street
Oxnard, CA 93030
Attn: Program Manager

Request recording without fee. Record for the benefit of the
City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures Resale Restriction Agreement)

This DEED OF TRUST, made INSERT DATE SIGNED, 201[] 'between
INSERT HOMEBUYER'S NAME(S)
Herein called TRUSTOR, whose address is INSERT PROPERTY ADDRESS
, Oxnard, CA 9303[], INSERT TITLE COMPANY OR OTHER TRUSTEE
NAME], herein called TRUSTEE, and the City of Oxnard, herein called
BENEFICIARY,

WITNESSED: That Trustor grants to Trustee in Trust, with Power of Sale, that
property in the County of Ventura, State of California, described as:

Together with the rents, issues and profits thereof, subject, however, to the right, power and
authority hereinafter given to and conferred upon Beneficiary to collect and apply such
rents, issues, and profits.

For the Purpose of securing the performance of each agreement of Trustor incorporated by reference or
contained herein; and performance of all obligations of that certain "Resale Restriction Agreement" of even date
herewith made by Trustor. This Deed of Trust secures all obligations of the Resale Restriction Agreement. Any
default in the performance of obligations under such Resale Restriction Agreement or is a default hereunder, and
entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to performance and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the hook and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	I !	93	Shasta	800	633
Contra Costa	4684	I	Mono	69	302	San Diego Series	5 1964	149774.
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the Resale Restriction Agreement, or the above set forth language in this Deed of Trust, the language of the Resale Restriction Agreement of the Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

This Deed of Trust shall be subordinate in all respects to a first deed of trust permitted under Section 7 of the Resale Restriction Agreement.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him at his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

EXHIBIT

EXHIBIT D – GRANT DEED WITH RESALE & REFINANCE RESTRICTIONS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
435 South "D" Street
Oxnard, California 93030
Attn: Program Manager

Request recording without fee. Record for the benefit of the
City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

GRANT DEED WITH RESALE AND REFINANCE RESTRICTIONS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, INSERT GRANTOR NAME herein called "Grantor," hereby grants to INSERT HOMEBUYERS' NAMES, herein called "Grantee," the real property, hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

THE PROPERTY GRANTED HEREIN IS SUBJECT TO ALL RESTRICTIONS CONTAINED IN A RESALE RESTRICTION AGREEMENT EXECUTED BY GRANTEE AND THE PROPERTY IS SUBJECT TO A DEED OF TRUST SECURING THE RESALE RESTRICTION AGREEMENT. FOR 45 YEARS AFTER THIS GRANT THE PROPERTY GRANTED HEREIN MAY BE RESOLD ONLY TO A LOW INCOME PURCHASER AT AN AFFORDABLE COST, ALL AS DESCRIBED IN THE RESALE RESTRICTION AGREEMENT.

Grantee should carefully read the Resale Restriction Agreement, which Grantee is executing along with this grant deed. The foregoing is only a general description of the provisions of the Resale Restriction Agreement. The provisions of the Resale Restriction Agreement are incorporated herein as though fully set forth in full herein.

All condition's, covenants and restrictions contained in this Grant Deed, including those incorporated from the Resale Restriction Agreement shall be covenants running with the land, and shall be, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, binding for

HABITAT FOR HUMANITY OF VENTURA COUNTY FIRST & HAYES AFFORDABLE DEVELOPMENT
AFFORDABLE HOUSING AGREEMENT
EXHIBIT D- PURCHASER GRANT DEED OF TRUST WITH RESALE AND REFINANCE RESTRICTIONS

Agreement No. A-7898

the benefit and in favor of, and enforceable by the City of Oxnard ("CITY") and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

By the Grantee's acceptance hereof, the Grantee agrees, for itself, its successors and assigns, to refrain from restricting the transfer of the Property on the basis of race, color, creed, religion, ancestry, sex, marital status, national origin or age of any person. All instruments of transfer entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

"The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the Home, and shall remain in effect in perpetuity. Nothing in this paragraph shall be construed as permitting the Grantee to lease, assign the right to occupy, or otherwise transfer the Home other than as permitted in the Resale Restriction Agreement.

In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the CITY shall be deemed a beneficiary of the agreements and covenants provided hereinabove and incorporated herein from the Resale Restriction Agreement, both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of the CITY, and such covenants shall run with the land in favor of the CITY for the entire period during which such covenants shall be in force and effect, without regard to whether the CITY is or remains an owner of any land or interest therein to which such covenants relate. The CITY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies (including the right to set aside and void a transfer), and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

Agreement No. A-7898

All provisions of the Resale Restriction Agreement incorporated herein shall be subordinate to the lien of the first trust deed lender financing the limited purchase of the Property. Foreclosure or delivery of a deed in lieu of foreclosure of such first trust deed, shall extinguish the provisions of the Resale Restriction Agreement as encumbrances on the Property being foreclosed.

[SIGNATURES ON FOLLOWING PAGE]

Agreement No. A-7898

**[SIGNATURE PAGE TO PURCHASER GRAND DEED WITH RESALE AND
REFINANCE RESTRICTIONS AGREEMENT]**

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this [] day or INSERT MONTH, 201[].

Grantor:

EXHIBIT _____

The grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

Grantee

EXHIBIT _____

Agreement No. A-7898

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 57, 58, 59, 60 and 61 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as shown on Map recorded in Book 17, Page(s) 33, of Maps, in the office of the County Recorder of said County.

AFFORDABLE HOUSING HOME CHDO SET ASIDE LOAN AGREEMENT
(Habitat for Humanity of Ventura County, Inc.)
(FIRST & HAYES AFFORDABLE DEVELOPMENT)

This Affordable Housing HOME CHDO Set-Aside Loan Agreement (the "Loan Agreement") is entered into this ____ day of _____, 2016, between the City of Oxnard Affordable Housing and Rehabilitation Division, (hereafter referred to as "City") on the one hand, and Habitat for Humanity of Ventura County, Inc. (hereafter referred to as "Developer") on the other hand.

Developer is a non-profit ecumenical Christian housing ministry that helps very low and low income persons develop and own housing.

Developer is a community housing development organization ("CHDO"), recertified as a CHDO specifically for this project, capable of carrying out elements of City's approved housing strategy and has been encouraged to so; Developer desires City to donate the proposed land (5 parcels described in Exhibit A of the Affordable Housing Agreement with Habitat for Humanity of Ventura County, herein incorporated by reference to develop and construct 6 detached single-family residence units for low-income families (*The First and Hayes Affordable Housing Development*) (hereafter referred to as the "Project").

The purpose of this Agreement is to increase and improve the supply of affordable housing with in the City of Oxnard by providing land donation from the City and a construction loan (\$577,148 CHDO Set Aside Funds) to the Developer to make the sales price of the homes affordable to families from approximately 70% to no more than 80% of the area median income, adjusted for family or household size appropriate for the unit in question, as set forth in California Administrative Code Section §6932. The period of affordability will be 15 years according to the HOME regulations 24 CFR §92.254(a) (4) under recapture. The resale restriction agreement will be recorded in the Official Records of the Ventura County Recorder's Office to maintain affordability of the unit for 45 years per the State of California Density Bonus Program found at 25 CCR § 6900 through §6932. The period of affordability encompasses the first 15 years for HOME requirements and imposes a concurrent 45-years period of affordability.

The financial assistance for the development of the Project is to be provided in the form of a land donation from a previous CHDO Set Aside Funded Project that was not completed and a construction loan of \$577,148 CHDO Set Aside Funds. The land is 5 parcels previously purchased at \$965,000. Of which the City's contribution was \$556,772 from HOME funds and \$283,228 from In-Lieu Fees. The City's benefit in exchange for the land donation and the construction loan will be the production of and sale of 6 affordable homeownership-housing units. Three (3-)three-bedroom, one-bath, single family residences with two-car detached garages over three separate parcels will represent the land donation. The remaining 3 affordable homeownership-housing units consisting of three two-bedroom, one-bath housing unit with one car garages located on two parcels that will be merged will represent the investment of the additional HOME funds of \$577,148 for construction costs from the

fiscal years FY2012-2013, FY2013-2014 and FY2014-2015 HOME CHDO-Set-Aside allocations. The development of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project is to be undertaken and is being assisted. The Project cannot be developed without the City's financial assistance using these HOME CHDO-Set Aside funds. Developer will be using minimal number of paid labor for construction management and to ensure workmanship quality of work done by volunteers and sweat equity of homeowners, allowable under 24 CFR §92.354, in order to produce the homes at affordable housing cost to the low-income household purchasing those.

1) PROJECT SCOPE:

- a) Definitions. As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in 24 CFR 92.2
 - i) Adjusted income
 - ii) Annual income
 - iii) Family, household
 - iv) Low income family or household

- b) Other Definitions. As used in this Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them or similar terms in California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations.
 - i) Family size appropriate for the unit
 - ii) Housing cost and affordable housing cost
 - iii) Monthly-adjusted income. It does not exceed one-twelfth of the adjusted household income of the homebuyer.
 - iv) Monthly income. It does not exceed one-twelfth of the annual household income of the homebuyer.

- c) Project Description and Affordability Requirements.
 - i) Under this Agreement, the City will convey the land and provide a construction loan of \$577,148 from HOME CHDO Set Aside funds on the condition that the Property is developed with six affordable single-family restricted units as provided and within the time provided herein (collectively the "affordable units"); construction must begin within twelve months of the execution of this Agreement and the HOME Participation Agreement for this Project, incorporated herein by reference. The affordable units shall be made available by Developer and shall be sold by Developer only to low-income families or households at an affordable housing cost to such families as provided in this Agreement. Should any restricted unit not be sold to a low-income

family within nine months, Developer will change the designation of the restricted unit from homeownership to a rental fixed HOME-assisted housing unit for a low-income family or household.

- ii) This project utilizes HOME Investment Partnership Program CHDO Set –Aside funds for the loan for the project. Therefore, the first fifteen years of the period of affordability will be monitored primarily in conjunction with HOME regulations as well as concurrently with the regulations for the State of California State Density Bonus. Thereafter, Developer shall continue to restrict the units so that the units remain restricted as affordable housing units for an additional 30 years under the requirements of the State Density Bonus Program (25 CCR §6910- §6932. The total period for the restrictions for owner occupancy, refinance, or resale to another eligible and qualified low-income family or household to remain affordable will be 45 years in accordance with the State of California Density Bonus Program.
- iii) These restrictions shall be independent of any resale restrictions imposed by Developer. Provided that the unit continuously has been occupied by a low-income family or household in accordance with the agreements between the owner and City, all income related restrictions for a unit will terminate forty-five (45) years following the date of the first sale of such unit including entering beneficiary information into IDIS for the HOME Program.
- iv) The Project shall meet all City ordinances, conditions, rules and regulations and shall be required to have approval of the City of Oxnard Planning Commission and City Council as provided by City ordinances, resolutions, and other applicable requirements. Nothing in this Agreement requires City to exercise its police or regulatory power in a certain manner.
- v) Developer will execute an Agreement Containing Covenants Affecting Real Property (“Regulatory Agreement”) in the form and substance attached hereto as Exhibit C, restricting sale of the affordable units to low-income families as set forth above. The restrictions of this Regulatory Agreement are in addition to and independent of the restrictions imposed by any other funding or regulatory entity.
- vi) Subject to applicable federal and state fair housing laws, Developer will establish restrictions and preferences for initial sale of the affordable units as follows:
 - (1) The units will be conveyed only to Oxnard residents.
 - (2) The units will be conveyed only to a family, no member of which has owned an interest in a home during the past three years. Exceptions to this are incorporated herein by reference in that certain HOME Participation

Agreement for this Project and in the Loan Policies Handbook, Appendix A – Definitions, which can be found online on the City of Oxnard Affordable Housing and Rehabilitation webpage of the City of Oxnard's website (www.oxnard.org/city-department/housing/affordable-housing)

- (3) Concurrent with the initial conveyance of the units shall be by a grant deed in the form of Exhibit A of the HOME Participation Agreement, incorporated herein by reference. The initial grantee shall execute and deliver, and Developer shall cause to be recorded in the Official Records of Ventura County, a Purchaser Resale Restriction Agreement in the form of Exhibit B of that certain Affordable Housing Agreement with Habitat for Humanity of Ventura County for the First and Hayes Affordable Development and a Purchaser Deed of Trust with Assignment of Rents in the form of Exhibit C of that certain Affordable Housing Agreement with Habitat for Humanity of Ventura County for the First and Hayes Affordable Development, both incorporated into this agreement by reference, approved in form and substance by the Housing Director and the City Attorney.

d) City Participation. Subject to and in accordance with the terms and conditions set forth in this Agreement, City shall do the following:

- i) Loan Terms and Conditions. City will, subject to and in accordance with the terms and provisions of this Agreement and that certain HOME Participation Agreement for this Project, make a construction loan to Developer in the sum of \$577,148, evidenced by a promissory note in the form of Exhibit A of this HOME CHDO Set-Aside Loan Agreement. The promissory note will be secured by a first position deed of trust in the form of Exhibit A. In accordance with 24 CFR §92.301 (3), the promissory note will be cancelled and the loan forgiven provided Developer complies with the terms of this Agreement and that certain HOME Participation Agreement for this Project and provided further that all units are:

- (1) Conveyed to low-income purchases on or before two years from the date of start of construction.
- (2) Construction will have begun within twelve months of the execution of this Agreement and that certain HOME Participation Agreement for this Project, dated July __, 2016.
- (3) In accordance with FY2012/2013 HOME Appropriations Acts, one unit will represent the funds under the FY2012/2013 HOME Appropriations Acts and must be sold to a low-income household and conveyed within six months of the completion of construction; or,

- (a) The unsold unit will be converted to a HOME-assisted rental fixed unit in accordance with the HOME rental housing regulations;
 - (b) Otherwise, the HOME assistance for the unit must be repaid by the CHDO to the City for repayment to HUD.
 - (4) In accordance with 24 CFR §92.254 (a)(3), two units will represent the HOME funds from grants under the 2013 HOME Final Rule, effective August 23, 2013 within nine months of completion of construction, units will have been sold and conveyed to a low-income family or household; or,
 - (a) The unsold unit can be converted as a HOME-assisted rental unit (fixed) for a low-income family in accordance with HOME rental housing regulations;
 - (b) Otherwise, the HOME assistance for that unit must be repaid by the CHDO to the City for repayment to HUD.
 - (5) When the unit remains unsold at approximately nine months from construction completion, Developer may seek permission from Housing Director or his designee to sell the unit under a lease –purchase option wherein the homebuyer must exercise the option to purchase and complete the purchase within 36 months of signing the lease's purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.
 - (6) If the unit has been converted to a rental unit under 24 CFR §92.254 (a) (3), then, when a tenant is eligible and qualified low-income family or household and requests to become a homebuyer of the unit, the rental unit may be converted back to a homeownership HOME-assisted unit through the process required by 24 CFR §92.255.
- ii) Failure to Complete Project. If the Project is not complete, as evidenced by certificates of occupancy for the units, and if conveyances of the units to a low-income family has not been made on or before four years from the conveyance of the Property to Developer, Developer shall be in default hereunder, and shall, upon demand by City, reconvey the Property together with all improvements thereon to City, provided, however, that the period for completion of the Project date may be extended for a period not to exceed one year by written agreement signed by City's Housing Director and concurrence by HUD LA Field Office.

- e) Construction Management. Developer shall provide all construction management for the project in accordance with the HOME Participation Agreement dated July __, 2016 and shall coordinate with the neighborhood groups and City Planning Department to ensure that the affordable units are constructed according to quality construction standards, and to ensure that the units are constructed in conformity with the surrounding community. Affordable Housing Staff will confirm that work has been done according to Building & Safety Inspection Standards by reviewing the inspector's notes on the various rough and final trade inspections as well as have the Housing Inspector confirm the amount of work completed before approval of payments.
- f) Additional Agreements.

1. RESERVED.

CONSTRUCTION REQUIREMENTS. Developer will construct on the Property six single-family homes. All work on the Project shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the International Building Code as referenced in the State of California Building Standards and in the City of Oxnard Building Codes. In addition to all other obligations of Developer as set forth in this Agreement, Developer shall seek and obtain all necessary governmental approval for the Project and shall pay all permit application fees and development exactions then prescribed by local ordinance or resolution at the time of submittal, unless such fees or exactions are waived by the City. Nothing herein excuses compliance by Developer with any or all City ordinances, resolutions, or development procedures or standards in connection with the development of the Project.

Developer may apply for a Deferral of Impact Fees through the Development Services Department as all of these homeownership units are affordable to low-income households and may be eligible dependent upon the requirements of the ordinance No. 2960. Those fees may be deferred with approval from City Council permitting the Director of Development Services to receive those impact fees at the time the first building connects to electricity rather than at the issuance of the building permits.

2. MAINTENANCE AND REPAIRS. Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition, and improvements, City, and its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in a reasonable manner to inspect the Project. Developer shall not be responsible for maintenance of any unit, or the property upon which the unit is situated once the unit is sold, and Developer shall not be responsible for maintenance of property dedicated to the public after the dedication has been accepted.

3. MONITORING PERFORMANCE.

a. During Construction: Developer shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which Developer or its agents, or both, perform the actions required of them by the terms of this Agreement for the development of the Project. Developer has and hereby retains the right to exercise full control of services hereunder. In regard to the development of the Project, Developer acknowledges and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other laws and regulations governing such requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Notwithstanding the foregoing, at the request of the City, its agents, employees, or attorneys, Developer shall (1) promptly provide documents and provide specific expenditures, assets, liabilities, contracts, operations and condition of the Project, (2) provide City a photocopy of certified financial statements of Developer for the past two years, (3) at all reasonable times during the normal business hours, provide access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Developer until five years after the expiration of this Project. With respect to construction, the expiration of this Project is five years after the completion of construction and the issuance of certificates of occupancy for the last housing unit. With respect to monitoring homeownership and compliance with the resale and refinance restriction agreement, the expiration of the project is when the last resale and refinance restriction agreement has terminated restrictions and been released. Records should be kept for five years beyond that date.

b. Compliance during Construction. In addition, this project is also subject to the HOME reporting requirements as outlined in §92.251(a)(2)(iv) and (v); §92.251(b)(2) and (3).

c. Compliance during Affordability Period. In addition, this project is subject to ongoing compliance requirements of HOME for 15 years from the date of initial occupancy and an additional 30 years beyond that under the City of Oxnard Affordable Housing Ordinances to encourage development of affordable housing, both homeownership and rental and under the State of California Density Bonus Program. The total affordability period for the combined programs will be the stricter 45-year period. During this compliance period, the Developer will assure continued compliance with HOME requirements for the period attributed to HOME (the first 15 years). For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale. For rental units, this includes ongoing property standards, occupancy and rent limits compliance. Should the City become responsible for monitoring units for principal residency and recapture of funds at time of resale, the Developer will pay City a monitoring fee for the recertification of owner occupancy. Refer to SECTION 15. FEES FOR THE RECOVERY OF MONITORING COSTS of that certain HOME Participation Agreement dated July __, 2016 incorporated herein by reference.

4. **ENFORCEMENT OF THE AGREEMENT.** The affordability requirements of Paragraph C (1) of this Agreement, and in the Regulatory Agreement constitute covenants, conditions and restrictions that run with the land. If Developer fails to perform any obligation under this Agreement or the Regulatory Agreement (or fails to cause the Regulatory Agreement to be recorded

against the Property), and fails to cure the default within thirty (30) days and thereafter diligently pursue such cure, City may exercise any remedy provided under this Agreement, or Regulatory Agreement, or under applicable law, including, but not limited to, the recovery of all loan proceeds, interest, and other charges due on the loan, and foreclosure of the Deed of Trust.

5. INSURANCE. With respect to any Project activity, and before taking any action under this Agreement,

- a. Developer shall obtain and thereafter maintain in full force and effect throughout the period of this Agreement, the minimum insurance coverages set forth in the attached Exhibit INS-B.
- b. Developer shall ensure that during the sale of the Property to the low-income homebuyer, the City of Oxnard Affordable Housing and Rehabilitation Division shall be named an additional interest in the Property and attached structure, if not lender loss payee when City has also utilized the First-time Homebuyer Down Payment Assistance Loan to assist the homebuyer in purchasing the Property.

c. The endorsement will read as follows:

City of Oxnard

Affordable Housing and Rehabilitation Division

Attn: Loan Servicing & Compliance

435 South D Street

Oxnard, CA 93030

Reference: Contract Numbers for Resale Restriction Agreement, HOME
Down Payment Assistance Loan Contract Number

6. HOLD HARMLESS, INDEMNIFICATION. Developer agrees to and shall defend, indemnify and hold harmless the City of Oxnard and its councilmembers, commissioners, directors, officers, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Property, or in connection with the activities of Developer under this Agreement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of Developer or its officers, employees, contractors or agents, save and except claims arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Developer is not obligated to indemnify the City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense of any nature, including, without limitation, potential tenant or owner relocation costs or liability relating to environmental impairments or issues of any kind, arising under the Agreement and/or any subcontract which Developer enters into

relating to implementation of the Project. In particular and without limitation, such obligation to indemnify applies to any claim pertaining to the condition of the Property, including any claim relating to the presence of any substance in any form whatsoever, which by any governmental requirements requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as “hazardous” or is harmful to the environment or capable of posing a risk of injury to health and safety. The foregoing obligation to indemnify also includes the obligation to indemnify in connection with any claim or action brought against, or any damages or expenses suffered by, the City in connection with the violation or alleged violation by the Developer or any of its contractors, employees, volunteers, or agents, to comply with any applicable labor law, including any applicable State or federal law concerning the payment of prevailing wages or “Davis-Bacon” wages. Under 24 CFR §92.354 (2), when HOME is used for project costs, construction or non-construction of 12 or more HOME-assisted units requires prevailing wages to be used for the project. Also if the Developer and the City have a written agreement that HOME funds will be available for down payment assistance to more than 12 units, then the project is also required to use prevailing wages or “Davis-Bacon” wages. The labor contracts must cover all employees, contractors, and or subcontractors for the entire project and cannot be divided so as to avoid paying prevailing wages. For the purposes of this project “Davis- Bacon” wages are not required as there are only a maximum of six housing units being constructed.

7. SALE OF PROPERTY/CHANGE OF USE. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement and the HOME Participation Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title, or interest in, or to any part of the Property or Project; provided, however, that Developer shall have no liability for transfer in violation of the Agreement by Developer’s successors and assigns who have taken title in compliance with this Agreement. The exception being, that a CHDO must own the land during development and/or be general managing partner in a limited liability partnership during the period of affordability. This applies if the property is not sold within the required 9-month deadline and the unit is converted to a HOME-assisted fixed rental- housing unit. If the unit is sold to another entity or a limited partnership desires to remove the CHDO from the partnership, it must be for cause and the new owner must be a CHDO or the general managing partner of the limited liability partnership must be the new CHDO. If the successor CHDO does not agree to be subject to all obligations of the HOME Participation Agreement and this Agreement, then the original CHDO must maintain responsibility for the CHDO obligations associated with this Project.

8. DEVELOPER TRANSFER. Developer shall not assign or transfer all or any part of this Agreement without the prior written approval of City, which will not unreasonably be

withheld. Developer shall promptly notify City of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by City if without the prior approval of the City; there is any significant change (voluntary or involuntary) in membership, management or control, of Developer or its associates (other than such changes occasioned by the death or incapacity of any individual) prior to issuance of a Certificate of Occupancy for all units to be developed.

9. PERMITS AND OTHER APPROVALS. Developer shall obtain all zone changes, permits, licenses and other approvals that may be necessary in order to legally proceed with the Project as that of a general contractor and not an owner/builder. Nothing in this Agreement shall be construed to require or obligate City to approve any zone changes, to issue any conditional use permits, to issue any building permits, or other permits, to approve any tentative or final maps regarding the Project, or to give or issue any other approvals regarding the Project. Any application by Developer for any such permits and/or processed under applicable laws.

10. AUTHORITY TO BIND. By entering into this Agreement, Developer certifies it is qualified and licensed to conduct business in the State of California.

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

TO CITY: City of Oxnard Affordable Housing and Rehabilitation
Attention: Housing Director
435 South "D" Street
Oxnard, CA 93030

TO DEVELOPER: Habitat for Humanity of Ventura County, Inc.
Attention: Executive Director
1850 Eastman Avenue
Oxnard, CA 93030

And, when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the name and addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. COMPLIANCE WITH LAW. Developer shall comply with all applicable laws and regulations in the implementation of this Agreement, including labor laws and prevailing wage laws.

13. CONTRACTUAL RELATIONSHIP. The contractual relationship between City and Developer is independent and under no circumstances shall Developer be considered an agent, partner, or joint venturer of City.

14. ENFORCED DELAY, EXTENSION OF TIMES OF PERFORMANCE. In addition to specific provisions of this Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of public enemy, terrorist attacks, epidemics, quarantine restrictions, fright embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

15. BENEFIT OF AGREEMENT. This Agreement and every provision hereof are for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Agreement.

16. FORM AND SUBSTANCE OF EXHIBITS; EXECUTE. Documents in the form of the attached Exhibits are an integral part of this Agreement. Such documents, however, may be changed prior to execution, in manners that in the opinion of the City's general counsel, do not affect the substance of the Agreement contained therein. The City's Housing Director is authorized to execute all such exhibits and any other documents necessary and/or appropriate to implement the transaction described in this Agreement.

17. ENFORCEMENT OF AGREEMENT. If any terms, provisions, conditions or covenants in this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

19. SUPERSEDE PRIOR AGREEMENTS. The provisions of this Agreement supersede all prior agreements and understanding between the parties hereto with regard to the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO HOME CHDO SET ASIDE LOAN AGREEMENT]**CITY OF OXNARD**, a municipal corporationHABITAT FOR HUMANITY VENTURA
COUNTY, a California non-profit public
benefit corporation_____
Tim Flynn, Mayor

Date: _____

Steven Dwyer, Executive Director

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Ruth Johnson, Interim Program Manager
Affordable Housing and Rehabilitation Division

Date: _____

LIST OF EXHIBITS

1. EXHIBIT A – PROMISSORY NOTE FOR HOME CHDO SET-ASIDE LOAN AGREEMENT
2. EXHIBIT B – DEED OF TRUST WITH ASSIGNMENT OF RENTS
3. EXHIBIT C - AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (REGULATORY AGREEMENT FOR FIRST & HAYES AFFORDABLE DEVELOPMENT)

1	Page 2	1) Project Scope c) Project Description and Affordability Requirements	HOME PARTICIPATION AGREEMENT
2	Page 4	1) Project Scope c) Project Description and Affordability Requirements (vi) (3)	EXHIBIT A GRANT DEED WITH RESTRICTIONS of the AFFORDABLE HOUSING AGREEMENT
3	Page 4	1) Project Scope c) Project Description and Affordability Requirements (vi) (3)	EXHIBIT B PURCHASER RESALE RESTRICTION AGREEMENT OF AFFORDABLE HOUSING AGREEMENT
4	Page 4	1) Project Scope c) Project Description and Affordability Requirements (vi) (3)	EXHIBIT C PURCHASER DEED OF TRUST WITH ASSIGNMENT OF RENTS OF AFFORDABLE HOUSING AGREEMENT

EXHIBIT A
 PROMISSORY NOTE
 (City of Oxnard Affordable Housing & Rehabilitation Loan)

FIRST & HAYES AFFORDABLE DEVELOPMENT

\$577,148

Oxnard, California
 April/May __, 2016

FOR VALUE RECEIVED, the undersigned Habitat for Humanity of Ventura County., a California non-profit public benefit corporation ("Borrower") hereby promises to pay to the order of the City of Oxnard, a municipal corporation, ("Lender"), a principal amount of One hundred ninety three thousand (\$577,148), with interest on the unpaid balance thereof from the time of this Note set forth above until repaid at the rate of LAIF (at the time of this Note) Plus 1% per annum (except as otherwise provided herein) thereon pursuant to Section 2 below. Both principal and interest are payable as herein provided, to Lender at: City of Oxnard Affordable Housing and Rehabilitation, 435 South "D" Street, Oxnard, California 93030, Attention: Program Manager, or at such other place as from time to time may be designated by the holder of this Promissory Note ("Note"). The term, "Loan", as used herein, means the Loan evidenced by this Note.

1. **PAYMENTS.** Borrower promises to pay interest and principal and any other charges under this Note as follows:
 - a. Sums outstanding under this Note shall be due and payable as provided in paragraph C. (1) and (2), of the HOME CHDO Set-Aside Loan Agreement dated July __, 2016, by and between City and Borrower.
 - b. If Borrower complies with all provisions of the Loan Agreement and the Agreement Containing Covenants Affecting Real Property dated _ July , 2016 ("Regulatory Agreement") and the HOME Participation Agreement dated _____ and develops, constructs, and sells the affordable units defined therein in compliance with the terms of the Loan Agreement, the Regulatory Agreement, and the HOME Participation Agreement, Borrower shall be deemed to have satisfied its obligations hereunder, and this Note.
 - c. All sums outstanding under this Note and unpaid shall become immediately due and payable upon any default under this Note, or upon any transfer of the property securing payment of this Note not permitted by the Agreement or any change in ownership or composition of the Borrower not permitted by the Agreement.
2. **PAST DUE PRINCIPAL AND INTEREST.** Any amount of principal or interest on the Loan or any fee or expense or other amount payable hereunder shall, to the extent permitted by law, bear interest from such payment's due date until paid at the lesser of the

rate of 10% per annum or the maximum rate permitted by law, which interest shall be immediately due and payable.

3. **NO DEDUCTIONS, NO OFFSETS.** All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

4. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to interest on this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) constitute interest which would increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

1. **Borrower's Obligation.** This promissory note (the "Note") evidences Borrower's obligation to pay Holder the principal amount of up to One Hundred ninety three Thousand Dollars (\$577,148) for the funds loaned to Borrower by Holder pursuant to the HOME CHDO Set Aside Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement") All capitalized terms not otherwise defined in this Note have the meanings set forth in the Loan Agreement.

HABITAT FOR HUMANITY OF VENTURA COUNTY

EXHIBIT A - PROMISSORY NOTE FOR HOME CHDO SET ASIDE LOAN AGREEMENT

Page 15 of 45

2. Interest.
 - (a) Subject to the provisions of Subsection (b) below, this Note bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of all principal.
 - (b) If a Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Default is cured by Borrower or waived by Holder.
3. Term and Repayment Requirements. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the Thirtieth anniversary of the date of this Note, which is _____, 2046.
4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.
5. Security. This Note is secured by the Deed of Trust wherein the Borrower is the Trustor and the Holder is the Beneficiary.
6. Terms of Payment.
 - (a) All payments due under this Note must be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.
 - (b) All payments on this Note must be paid to Holder at the Affordable Housing and Rehabilitation Department, 435 South "D" Street, Oxnard, and CA 93030, Attention: Housing Director, or to such other place as the Holder of this Note may from time to time designate.
 - (c) All payments on this Note must be without expense to the Holder, and the Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees and other professional service fees and costs of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.
 - (d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the

lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

- (e) Upon recordation of the Deed of Trust this Note will be nonrecourse to the Borrower, pursuant to and except as provided in Section 2.9 of the Loan Agreement.

7. Default.

- (a) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.
- (b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of a Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

- (a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time and that the Holder may accept further security or releases any security for this Note, all without in any way affecting the liability of the Borrower.
- (b) No extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note will operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.
- (c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

- (a) All notices to the Holder or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Holder and the Borrower may therein designate.
- (b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees and other professional service fees and costs, incurred by the Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.
- (c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- (d) This Note shall be governed by and construed in accordance with the laws of the State of California.
- (e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.
- (f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

BORROWER:

First & Hayes Affordable Housing Project,

BY: HABITAT FOR HUMANITY OF VENTURA COUNTY,
a California non-profit public benefit corporation,
its sole member/manager

BY: Steve Dwyer
Executive Director

EXHIBIT B - DEED OF TRUST WITH ASSIGNMENT OF RENTS

RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL
TO:

City of Oxnard
Affordable Housing and
Redevelopment Program
435 South D Street
Oxnard, CA 93030
Attn: Program Manager

**Request recording without fee. Record for the benefit
of the City of Oxnard pursuant to Section 6103 of the
Government Code.**

(Space above this line for Recorder's
use)

**DEED OF TRUST WITH ASSIGNMENT OF
RENTS**

**(This Deed of Trust contains an acceleration
clause)**

(Secures Agreement Containing Covenants Affecting Real Property,
Promissory Note, and Affordable Housing Agreement)

This DEED OF TRUST is made on May ____, 2016, between Habitat for Humanity of Ventura County herein called TRUSTOR, whose address is 1850 Eastman Avenue, Oxnard, California 93030, First American Title Company, herein called ("Trustee"), and the City of Oxnard, a California municipal corporation (the "City"), herein called ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the City of Oxnard, County of Ventura, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property, proceeds from the sale of the property and or the rents of Property if converted to a HOME fixed rental unit where the property was not sold within

the prescribed time period according to 24 CFR §92.254 or;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Section 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all

books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security" to have and to hold the Security together with acquaintances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment of just indebtedness of Trustor to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain City of Oxnard Affordable Housing and Rehabilitation HOME CHDO Set-Aside Loan between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor amount of up to One Hundred ninety three thousand Dollars (\$577,148) for the rehabilitation of six (6) units (of single family detached residences on the Property.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between

Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the Promissory Note in the principal amount of up to One Hundred ninety three thousand Dollars (\$577,148) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Agreement Containing Covenants Affecting Real Property of even date herewith by and between the Beneficiary and the Trustor and recorded against the Property concurrently herewith.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The homebuyer of the Property will make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it, insomuch as the Property is still under the control of the Trustor and has not been sold to a low-income family or household. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Ventura County, a

surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities, including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including, but not limited to, rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property if the property is a converted HOME fixed rental unit or proceeds of the sale of the Property shall make such rents, revenues, or proceeds payable to and pay such rents, revenue, or proceeds of a sale of the property to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents or proceeds, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or

prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustors covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues if the property is a converted HOME fixed rental unit or proceeds of the sale of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property which remains unsold to a low income household or family which may or may not have been or will be converted to a HOME fixed rental housing unit in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds where applicable, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (i) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (ii) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (ii) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor annually or at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below)

and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (i) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (ii) any damage to or destruction of the Property or in any part thereof by insured casualty, and (iii) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form they existed prior to the casualty or condemnation.

ARTICLE 5 AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1. Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2. Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in

this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3. Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4. Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5. Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6. Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7. Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its

duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8. Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property, including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may customarily be kept and used in the construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold

harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property, including, without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable or saleable space on the Property; (3) adverse effect on the marketing of any rental space or space for sale on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including, but not limited to, the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e) (3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)),

then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (i) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including , but not limited to, attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; or (iii) failure to make any payment or observe or perform any of Trustor's covenants, agreements, or obligations under any other debt instrument or regulatory agreement secured by the Property, where such failure remains uncured following any applicable notice and cure periods.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default and Election to Sell (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Default and Election to Sell, and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- (c) Deliver to Trustee a written declaration of default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Alameda County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure by Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give Notice of Default and Election to Sell to the Trustee and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- (a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Default and Election to Sell, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such

purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

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

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary.

Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further

waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service(which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Oxnard
Affordable Housing and Rehabilitation Division
435 South "D" Street
Oxnard, CA 93030
Attention: Housing Director

and (2) if intended for Trustor shall be addressed to:

First & Hayes Affordable Housing Development.
c/o Habitat for Humanity of Ventura County
1850 Eastman Avenue
Oxnard, CA 93030
Attn: Executive Director

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligations of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligations of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

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

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h) (6) (E) (ii), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Internal Revenue Code.

WITNESSED: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Ventura, State of California, described as:

[See Attached Exhibit A]

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents from converted HOME fixed rental housing units, issues, and profits or proceeds from the

sale of the properties.

For the Purpose of Securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of all obligations of that certain Agreement Containing Covenants Affecting Real Property dated on or about May ___, 2016, that certain Affordable Housing Agreement dated May ___, 2016, and that certain Promissory Note of even date herewith ("Promissory Note"), in the face amount of \$ 577,148 made by Trustor. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the **agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is** mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	█	Mono	69	302	San Diego Series5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all Counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

[SIGNATURES TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ON NEXT PAGE]

[SIGNATURE TO DEED OF TRUST WITH ASSIGNMENT OF RENTS]

**HABITAT FOR HUMANITY
OF VENTURA COUNTY**

TRUSTOR:

First & Hayes Affordable Housing
Development, L.P., a California limited
partnership

By: _____
Habitat for Humanity of Ventura County, a
California non-profit public benefit
corporation,
Its sole member/manager

By: _____
Steve Dwyer
Executive Director

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

WITNESS my hand and official seal.

HABITAT FOR HUMANITY OF VENTURA COUNTY
EXHIBIT B DEED OF TRUST WITH ASSIGNMENT OF RENTS FOR HOME CHDO SET ASIDE LOAN

EXHIBIT A – LEGAL DESCRIPTION OF LAND

Lot 57, 58, 59, 60 and 61 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as shown on Map recorded in Book 17, Page(s) 33, of Maps, in the office of the County Recorder of said County.

**EXHIBIT C- AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY
(REGULATORY AGREEMENT FOR FIRST & HAYES AFFORDABLE DEVELOPMENT)**

Recording Requested by and When Recorded Return to:

City of Oxnard
Affordable Housing and Rehabilitation Division
435 South "D" Street
Oxnard, CA 93030

No Recording Fee Required in Accordance
With California Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDING USE

**AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY
(“Regulatory Agreement”)
(First & Hayes Affordable Development Project)**

THIS AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (“Covenants”) is entered into on _____, by and between **THE CITY OF OXNARD, (“City”)**, a public body (hereinafter referred to as the “City”) and **HABITAT FOR HUMANITY VENTURA COUNTY**, a non-profit ecumenical Christian housing ministry that helps very low and low income persons develop and own housing (hereinafter referred to as “Developer”).

WHEREAS, City is the owner of that certain real property in the City of Oxnard, County of Ventura, State of California (“Property”) described in Exhibit “A” attached hereto and incorporated herein by this reference; and,

WHEREAS, Developer desires to use the property to design and construct five affordable single family residences (three-bedroom) for low income households; and,

WHEREAS, City agrees to convey property to Developer through grant deed described in Exhibit B attached hereto and incorporated herein by this reference, and Developer will develop property for use as low-income affordable property.

NOW, THEREFORE, CITY AND DEVELOPER COVENANT AND AGREE AS FOLLOWS:

1. Developer, its successors and assigns, shall develop, use, sell and maintain the Property as follows:
 - a. Developer shall construct upon the Property five owner-occupied units, all in accordance with plans and specifications prepared by Developer and approved by the City. The units shall be conveyed to low-income families, as defined in the Agreement at an affordable housing cost as defined in the Agreement.
 - b. Each affordable unit in the Property shall remain subject to the affordability restrictions for 45 years as the property.
 - c. Developer shall sell the affordable units subject to and in conformance with a Resale Restriction Agreement and Deed of Trust in form and substance acceptable to the City's general counsel.
 - d. Developer shall maintain the improvements on the Property and shall keep the Property free from any accumulation of debris or waste materials, and Developer shall maintain the required landscaping in a healthy condition, until such time that all of the units are sold to owner occupiers, provided, however, that once a particular unit has been transferred to an ultimate owner the Developer's obligations in this subparagraph shall cease for the Developer for such unit and the property upon which the unit is situated, and once right of way has been dedicated to the public and accepted or deeded to and accepted by a homeowner's association, the obligations in this subparagraph shall cease for the Developer with respect to property so dedicated or deeded.
2. The Property is subject to the Agreement which is incorporated herein by this reference.
3. The City, its successors and assigns, is deemed the beneficiary of the covenants herein, without regard to technical classification and designation. The covenants shall run in favor of the City, its successors and assigns, without regard to whether City has been, remains, or is an owner of any land or interest therein. This Agreement may be enforced by any legal means or process including action for specific performance.
4. The provisions contained herein are covenants running with the land and shall bind Developer, its successors and assigns.
5. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, familial status, medical condition,

or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyer, tenants, lessees, subtenants, sublessees, or vendees of the Property.

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

“The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

7. Developer shall perform each and every obligation set forth in these Covenants, and the Agreement respecting the Property. Provided that Developer has complied with all provisions of these covenants of the Agreement with respect to a particular affordable unit and shall be deemed to have satisfied Developer’s obligations under these covenants and the Agreement with respect to such affordable unit, City shall, upon request of Developer, provide written evidence of the satisfaction of such obligations and release of such further responsibility. When all obligations under these Covenants have been satisfied, City shall, upon request, provide Developer with written evidence of the satisfaction of such obligations and a release from further responsibility hereunder.
8. Terms used in these Covenants that are used in the Agreement have the same meaning in these Covenants as they do in the Agreement.

IN WITNESS WHEREOF, City and Developer have executed this Agreement.

(NOTARIZATION REQUIRED)

CITY OF OXNARD

HABITAT FOR HUMANITY OF
VENTURA COUNTY, INC

By: _____
Timothy B. Flynn, Mayor

By: _____
Its: _____

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

David Millican, Chief Financial Officer



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Jeri Williams, Police Chief

SUBJECT: Response to Grand Jury Report Titled "Final Report Detention Facilities and Related Law Enforcement

CONTACT: Randy Latimer, Police Department
Randy.Latimer@oxnardpd.org, 385-7600

RECOMMENDATION:

That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled "Final Report Detention Facilities and Related Law Enforcement Issues" dated May 24, 2016, in the form included as Attachment 1.

DISCUSSION

The Ventura County Civil Grand Jury recently published a report on detention facilities within the county. The City is required to respond to certain findings and recommendations in the Grand Jury report. The Grand Jury report is attached.

The Grand Jury reviewed detention facilities within the County of Ventura and the cities within the County. With regards to the facility at the Oxnard Police Department, the Grand Jury did not cite any recommendations in their report. The report did, however, cite the following in FI-01: "...the holding cell area was not very clean," noting, "toilet paper on the ceiling, dirt in the corners, and cracks in the flooring."

With the notation of FI-01, our custodial and booking staff has paid particular attention to

Response to Grand Jury Report Titled “Final Report Detention Facilities and Related Law Enforcement
July 26, 2016
Page 2

ensuring that the holding cells remain clean and free of debris.

As is normally the case, the City is required to respond by August 22, 2016, to certain findings and recommendations presented in the Grand Jury report. A draft of the response is presented as Attachment #1.

FINANCIAL IMPACT

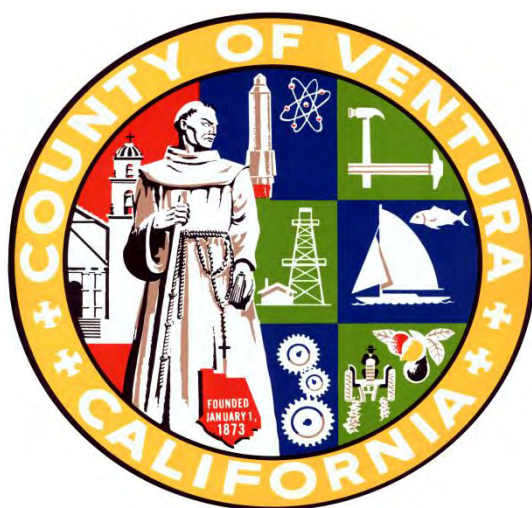
None.

ATTACHMENTS:

A - Annual_Detention_Facilities_and_Law_Enforcement_Issues-05.24.16

B - Response to Grand Jury Report Form-Oxnard 7-5-16

Ventura County Grand Jury 2015 - 2016



Final Report

Annual Detention Facilities and Law Enforcement Issues

May 24, 2016

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Annual Detention Facilities and Law Enforcement Issues

Summary

Pursuant to California Penal Code Section 919(b), the 2015-2016 Ventura County Grand Jury (Grand Jury) “inquired into the condition and management” of the detention facilities in Ventura County (County). The Grand Jury inspected the Pre-Trial Detention Facility (Main Jail), Todd Road Jail, the East Valley Jail, all nine police/Sheriff’s holding facilities, and the two juvenile facilities.

The Grand Jury continued to follow a well-established methodology: touring facilities, asking questions of the various facilities’ personnel, and documenting the process. In the course of fulfilling its mandate, the Grand Jury took note of factors that affected the law enforcement agencies over the past year.

The first key factor was the 2011 federal court order to reduce prison overcrowding. The resulting Public Safety Realignment Act (AB 109) significantly reduced the prison population. However, AB 109 did not meet its intended goal. The Ventura County Jail population initially rose due to newly convicted non-violent/non-serious/non-sex offenders being incarcerated in County jails instead of State prisons.

The second key factor was the passage of Proposition 47 (Prop 47) in 2014. This proposition retroactively changed the classification of many property and drug offenses from felonies to citable misdemeanors. Since the passage of Prop 47, the prison population was reduced to meet the Court mandated goals; however, with the passage of time a number of unanticipated consequences have become evident.

Another factor affecting law enforcement is the Ventura County Sheriff’s Office (Sherriff’s Office) initiative to provide Crisis Intervention Team training to sworn staff and dispatchers. This 40-hour training is a well-recognized tool enabling law enforcement to de-escalate “crisis situations” that may involve a high-degree of emotion, disorientation, and/or mental illness. Seventy-four percent (74%) of sworn patrol officers and 40% of dispatchers have completed this program.

The Grand Jury found that, with few exceptions, the jails and holding facilities in the County are in good order. One notable concern was the state of the facility and funding for the Santa Paula police force. The Grand Jury recommends that the City of Santa Paula create a prioritized list of changes targeted at improving the capabilities of its police force.

The Grand Jury recommends that the Sheriff’s Office, working with the Behavioral Health Division, provide the Board of Supervisors with an annual, data-based assessment of mental health issues in the law enforcement environment and propose additional measures to mitigate those issues.

The Grand Jury commends the Sheriff's Office and the Board of Supervisors for their proactive stance and persistence in obtaining funding for the medical/mental health facility addition to Todd Road Jail.

The Grand Jury further commends the Sheriff's office for its work in providing Crisis Intervention Team training for the sworn staff and dispatchers.

Background

California Penal Code section 919 (b), that established the Grand Jury's duties, mandates one specific task, an annual inspection of all the detention facilities in the County. It leaves it up to the Grand Jury to choose whether to write a report on the results of those inspections. The 2015-2016 Ventura County Grand Jury, like its predecessor grand juries, has chosen to document its detention facilities task and, as in recent reports, provide facts relevant to the forces at work on the law enforcement community within the County.

These forces include:

- The statewide movement of inmates from State prisons to parole, probation, and monitored release, known as Realignment (AB 109), driven by federal court order relating to overcrowding conditions in the State prisons
- The effects of Prop 47, approved by the voters in November 2014, that further sought to reduce prison population by reclassifying certain felonies to misdemeanors
- The growing recognition that drug usage and mental health issues strongly affect law enforcement activity

The Sheriff's Office has initiated measures, such as Crisis Intervention Team (CIT) training, to mitigate situations driven by mental illness and developmental disabilities that might otherwise result in arrests and/or incarceration.

Methodology

The 2015-2016 Ventura County Grand Jury carried out its annual inspection of the Ventura County detention facilities as mandated by State law. These inspections included both a physical walk-through of the facilities and discussions with the staff. The Grand Jury continued its inquiry through interviews and internet searches to provide further information relevant to the purpose of the report.

The Grand Jury completed the following tasks to fulfill its mandate:

- Before the inspections, discussed the facilities and reviewed past reports
- Scheduled an inspection of each of the 14 facilities in the County where individuals are detained
- Used a standard checklist form for jurors to follow when inspecting the various facilities
- Conducted a post-inspection review session for each facility

Some of the typical items considered for review when touring the individual facilities were:

- Logs for the Automated External Defibrillators to verify that the devices are inspected, tested, and logged as required
- Policies and Procedures Manuals
- Spot checks of sanitation equipment
- Juvenile detention logs and procedures
- Facility improvements recommended by previous grand juries

Facts

State Responses to Prison Overcrowding

FA-01. The 2011 implementation of the Public Safety Realignment Initiative (AB 109) has reached its "four-year mark". AB 109 has had several important outcomes:

- The State prison population was reduced but did not meet the Federal Court mandate until the implementation of Prop 47.
- The County jail population initially rose as newly convicted non-violent/non-serious/non-sex offenders were incarcerated in County jails instead of State prison.
- The pressure to further reduce prison and jail populations has forced early release of prisoners through the mechanisms of probation, parole, and supervised release. This has significantly increased the workloads of the responsible agencies.
- Low-level parole violators and/or those convicted of some specific low-level felonies are not sent to prison but are incarcerated for the offense in the county of origin.

(Ref-01, Ref-02, Ref-03, Ref-04, Ref-05)

FA-02. Prop 47 was passed by initiative on November 4, 2014. Its motivation was to further reduce the prison population in California. Its principal elements are:

- It retroactively reclassified certain felonies as misdemeanors.
- It classified certain crimes such as commercial burglary, forgery, bad checks, and possession of stolen property valued under \$950, including firearms, as misdemeanors dealt with by citation rather than incarceration.
- It changed possession of controlled substances for personal use to a citable misdemeanor instead of a felony. Under certain circumstances, such as perceived threat to themselves, public safety, or the likelihood of flight, the alleged offender could be subject to arrest.

The effects of Prop 47, both anticipated and unanticipated, are still being assessed. Initially, Prop 47 has had the desired effect of reducing the number of prisoners in State prisons. Approximately 4000 prisoners have been released from State prisons as a result of Prop 47.

There is growing realization that some modifications of Prop 47 would be of significant value to public safety. These modifications include changing theft of all firearms to a felony, reverting possession of a date rape drug to a felony, and increasing law enforcement access to search warrants. Currently, search warrants are not issued for misdemeanors.

The anticipated reduction in the State of California Department of Corrections budget has not yet materialized due in part to the increased costs associated with post-release supervision and other unanticipated expenses. It was anticipated by the Legislative Analyst's Office in January 2014 (10 months before the vote) that \$100 to \$200 million would be saved annually. The 2015-2016 budget includes a savings of \$19.3 million. Budget savings for 2016-2017 and beyond are estimated at \$57 million per fiscal year.

The initiative specifies that the savings realized from Prop 47 would be spent as follows:

- 65% to mental health and drug abuse programs
- 25% to a safe schools fund
- 10% to the state victims compensation fund

Many criminals are adapting to Prop 47's provisions by carefully limiting their offenses to remain under the \$950 limit. Law enforcement agencies are seeing instances of the same offenders being cited numerous times with no additional consequences.

Many of the crimes are driven by individuals seeking money to support drug habits. Because of the misdemeanor classification, the courts no longer have the leverage to make alcohol rehabilitation and drug diversion programs part of the sentencing process.

(Ref-06, Ref-07, Ref-08, Ref-09, Ref-10, Ref-11)

FA-03. The Crisis Intervention Team (CIT) is a tool used by law enforcement to de-escalate situations where an individual is in a "crisis situation" typically involving a high degree of emotion, mental illness, or disorientation. The officers are taught to recognize these situations, de-escalate them, and connect the individuals involved with alternative supporting resources. The CIT training is a 40-hour class.

Seventy-four percent (74%) of the sworn patrol staff and 40% of the dispatchers countywide have received this training with the goal of 100% in the near future. (Ref-12)

Ventura County Jails

FA-04. The attached table summarizes the results of the Grand Jury's inspections of the detention facilities in the County. Because there are three types of facilities (holding cells, jails, and juvenile facilities), three sets of evaluation criteria, with significant overlap, were used. These criteria are reflected in the structure of the table. The following legend identifies the rating system used:

E – Excellent

S – Satisfactory

N – Needs improvement

(Att-01)

FA-05. The Main Jail, otherwise known as the Pre-Trial Detention Facility, was opened in 1980. On August 30, 2015, it housed 841 inmates. The facility is certified by the Board of State and Community Corrections (BSCC) for a maximum rated housing capacity of 823.

Todd Road was built in 1995. On October 5, 2015, it housed 824 inmates (591 males, 233 females) and has a BSCC maximum rated housing capacity of 796.

The East Valley Jail (EVJ) housed 10 inmates on September 2, 2015. It has a maximum rated housing capacity of 34. Inmates housed at the EVJ are carefully screened by the Classification Unit at the Main Jail prior to transfer to EVJ.

FA-06. Male inmates at the Main Jail are being housed in the dayrooms in the auxiliary pods to increase capacity.

FA-07. Inmates identified as problematic or suicidal are segregated from the general population. Detainees at the Main Jail who exhibit violent behavior are transported to Ventura County Medical Center (VCMC) for evaluation. Seventy-five percent (75%) of incoming inmates exhibit some degree of intoxication, and those who are severely intoxicated may also be transported to VCMC.

Due to the number of gang members incarcerated, complete separation of members of specific gangs is not possible. Where individuals have a particular rivalry, they are housed separately.

FA-08. The medical personnel at the Main Jail include primary care physicians, psychiatrists, nurses, and mental health workers. There are nurses on duty 24/7. The medical professionals perform patient care for chronic conditions including diabetes and mental health problems. Inmates are transported to VCMC for medical issues beyond the capabilities of the Main Jail medical facility.

The Main Jail has 18 cells to house the medically ill and two cells to house inmates with Severe and Persistent Mental Illness (SPMI). The severely mentally ill are segregated from the general populace and are supervised 24/7.

It was reported that 42% of female inmates and 18% of male inmates exhibit some symptoms of mental illness. Of this population, 21% of the female inmates and 11% of the male inmates are classified SPMI. Substance abuse is a factor in a high percentage of these mental health issues.

- FA-09. Originally, the Main Jail was designated for shorter term incarceration while Todd Road Jail was intended for longer term incarceration. Due to capacity limitations, inmates are transferred between these two jails to minimize overcrowding at both facilities.
- FA-10. The staff is fully informed about Immigration and Naturalization Service (INS) procedures. The INS has access to the Main Jail system files and runs its own inquiries.
- FA-11. The length of inmate sentences at Todd Road Jail has been increasing due to AB 109 and the effects of Prop 47. Currently the longest sentence at Todd Road is 12 years; the shortest is 30 days.
- FA-12. The medical facility at Todd Road Jail is equivalent to an outpatient clinic. There are two primary care physicians, four days a week; one full time and one part time psychiatrist; two registered nurses 24/7 plus nurse practitioners. Medications are prescribed and dispensed at the medical facility. The inmates may refuse medication.
- FA-13. One major objective of the health professionals at Todd Road Jail is to bridge inmates with medical/mental health issues to a supportive environment by connecting them with transition organizations upon their release. This transitional process includes providing five to seven days of medications upon release.
- FA-14. Todd Road Jail inmate programs include educational/vocational programs, substance abuse treatment and education programs, a re-entry planning program, and religious services. Additionally, the inmates may attend 12 Step program meetings. The Grand Jury learned that the 12 Step program is available to inmates on a limited basis. Where costs are involved, programs are paid for by a fund established through the purchase of phone cards and commissary items by the inmates. The programs are not paid for out of the County General Fund.
- FA-15. The Classification Units at Todd Road Jail and Main Jail determine the classification of each inmate. The factors determining their classification are based on the criminal history, tendency to violent behavior, need for protective custody, need for administrative segregation, and need for

medical or other special care. The inmates wear colored wrist bands indicating their classification.

Todd Road Jail has become a “de facto mental health facility”. The Sheriff’s Office applied for and recently received a State grant to build a 64-bed medical facility including treatment for physical and mental illness. The cost of the facility is estimated at \$64 million.

(Ref-13)

- FA-16. A recent policy change made it possible for new graduates from the Sheriff’s Academy to be assigned to the jails for a period of three to four years. Prior to this change, the assignment period was six years. Each new officer is assigned a jail training officer who administers further training relating to the Manual of Procedures and indoctrination in skills needed.

Other Detention Facilities

- FA-17. The Grand Jury noted that the City of Oxnard installed benches in one holding cell as had been recommended by previous grand juries.
- FA-18. The City of Oxnard provides maintenance for the police station including the holding cell area; however, it was not very clean. There was toilet paper on the ceiling, dirt in the corners, and cracks in the tile flooring.
- FA-19. As of January 12, 2016, Simi Valley Police Department’s last fire inspection occurred on June 7, 2012. Consequently, the Simi Valley Station does not have a current fire clearance. Fire inspections are required once every two years (Section 1032 Title 15 CCR).
- FA-20. As of January 12, 2016, Simi Valley Police Department’s Station Environmental Health and Medical/Mental Health inspection is overdue. These evaluations must occur annually.
- FA-21. The Santa Paula Police Department’s salaries are on a lower pay scale than the Sheriff’s Office and city police departments within the County. As a consequence, they have a high turnover of officers. As of October 19, 2015, there were 28 sworn officers on staff with four to five on duty each shift. The staffing goal is 30 to 40 sworn officers to increase community presence and to staff special units.
- FA-22. The Santa Paula Police Department’s gang unit has been disbanded due to financial constraints. It was reported that “gangs in the area are out-of-control”. The staffing shortage has forced the Santa Paula Police Department to be reactive versus proactive in their approach to policing.
- FA-23. The Santa Paula Police Department’s station roof leaks. Maintenance of this facility is provided by the City of Santa Paula.
- FA-24. The age of the Santa Paula Police Department’s station, built in the 1930s, inhibits its modification to allow upgrading their technological capabilities.

- FA-25. As of January 12, 2016, the Santa Paula Police station's most recent fire inspection occurred on June 19, 2013. Consequently, the station does not have a current fire clearance. Fire inspections are required once every two years.
- FA-26. As of January 12, 2016, the Santa Paula Police station inspection by the Ventura County Health Department was overdue. These evaluations must occur annually.
- FA-27. Due to a funding issue, the inoperable internal camera system at the Moorpark Police Station has not been repaired for the past three to four years.

Juvenile Facilities

- FA-28. The Ventura Youth Correctional Facility (VYCF) is the only co-ed facility in the State Juvenile Correction System.

The ward's ages range from 13 to 25. A ward's stay at the facility averages two to two and one half years (2-2½). At the time of the inspection, the oldest ward was 23; the youngest approximately 15 or 16.

The wards at VYCF have committed crimes that are classified by the California Penal Code Section 707(b), as serious violent crimes including murder, kidnapping, grand theft, and sex offenses.

(Ref-14)

- FA-29. The VYCF facility was built in 1962 with 38 housing units. As of November 30, 2015, it housed 237 wards; 26 females, 211 males, with three awaiting their transfer to prison. Only 12 of the 38 housing units are being utilized. Each housing unit has a Youth Correctional Counselor (YCC) on duty 24/7.
- FA-30. At VYCF wards may participate in an apprenticeship program to help with the unit renovation. These wards earn program credits and are paid for jobs performed. The pay scale is based on "levels" and is determined by such criteria as overall behavior, school participation, and compliance with the institutional rules.
- FA-31. Part of the responsibility of the VCYF wards is to maintain neatness and cleanliness in their individual cells and surrounding common living areas. One of the YCC's responsibilities is to oversee their compliance. The rooms were unkempt, floors and walls were dirty, windows were covered, and inappropriate pictures were on the walls.
- FA-32. All VCYF wards are required to work toward receiving a high school diploma or to pass the GED exam. They may attend a high school in the VYCF that is fully-accredited by the Western Association of Schools and Colleges or take online courses to acquire an associate degree. The educational environment is structured to provide separate classes for males and females.

- FA-33. The Ventura Youth Correctional Facility website states: "DJJ [Department of Juvenile Justice] considers a high school diploma or GED equivalent a minimum requirement for parole consideration." If the ward's stay at VYCF does not permit completing a formal high school curriculum, they are then "...guided to a General Education Development (GED) program". A recent bill, Senate Bill 172 (Liu) states that the wards are required to complete the curriculum but do not have to sit for the California High School Exit Examination. (Ref-15, Ref-16)
- FA-34. The wards at the VYCF are directed to participate in the "Impact of Crime on Victims Program" which addresses the effect their crime had on the victims, their families, and the community. (Ref-17)
- FA-35. At the time of the inspection, November 30, 2015, there were 40 wards at the VYCF in the mental health program, 60 on psychotropic medications, and 18 designated as high-risk for suicide.
- FA-36. The Ventura County Probation Agency Juvenile Facility (VCPAJF) is a detention facility for those youths, both male and female, going through the court process or those whose charges have been sustained. These youths are considered delinquent, have committed crimes, or have probation violations.
- This facility makes heavy use of incentives to help manage the youth's behavior and personal growth. Each of the 90 youths housed at the VCPAJF maintains his/her own personal cell area and by doing so earns incentive credits. Appropriate behavior allows them to participate in special programs and have additional privileges. These incentives also allow the youth to earn a reduction of time served.
- FA-37. At VCPAJF, programs are offered in trades such as construction, plumbing, electrical wiring, and silk screen printing.
- FA-38. Per the Juvenile Justice Subsystem website, "The Juvenile Justice (JJ) Ventura County Behavioral Health (VCBH) team has training, expertise, and experience in juvenile forensic mental health services, a unique clinical specialty in the behavioral health system of care. JJ VCBH staff work within the Juvenile Facility with youth in detention and partner with Probation in both blending mental health treatment within facility operations, and enhancing the facility's rehabilitation milieu. JJ VCBH staff have clinical skills specifically honed to work with juvenile offenders." (Ref-18)
- FA-39. The VCPAJF received a grant to develop an eight-hour version of Crisis Intervention Team training for staff. Subsequently, the original program was expanded to 40 hours for all employees. It is expected that the full cycle for training all the staff will take four years.
- FA-40. At least 75% of the youths housed at the VCPAJF have some type of mental health issue and are either in therapy and/or on medication.

FA-41. The VCPAJF has a padded safety room for those individuals who are in crisis. This room has areas that are not visible from the window in the door.

Findings

FI-01. The Grand Jury rated all holding cells in the County as satisfactory or better for the areas reviewed with the exception of:

- The Oxnard Police holding cell area was dirty.
- The Moorpark police station internal camera system was inoperative.

(FA-01, FA-18, FA-27)

FI-02. The financial situation of the City of Santa Paula has imposed serious constraints on the functionality and capabilities of its police force which have affected public safety. (FA-21, FA-22, FA-23, FA-24, FA-25, FA-26)

FI-03. Consistent with the prior grand jury report, this Grand Jury found that the wards and the staff at the VYCF need to be held accountable for the cleanliness of the living quarters. (FA-31)

FI-04. The VCPAJF padded safety room has areas not visible from the window in the door. This poses a safety risk to youths who may do harm to themselves. (FA-41)

FI-05. The Grand Jury found that the efforts of the County law enforcement community have been complicated by the combined effects of Realignment (AB 109) and Prop 47. The effects range from continued pressure on jail population to changes in some offender's behavior by limiting offenses below the Prop 47 felony threshold. These, in turn, may be driving up crime rates in certain categories. (FA-02, FA-03, FA-05, FA-07, FA-09, FA-11)

FI-06. The Grand Jury found that the law enforcement community has an increased awareness of the magnitude of mental health issues to be addressed. While the addition of the medical/mental health facility at Todd Road will be a valuable asset, the facility cannot, by itself, be the complete solution for the issues posed by the Severe Persistent Mental Illness cases in the jails, let alone the other mental health support challenges. The problem clearly requires continued attention to characterize and identify solutions. (FA-04, FA-08, FA-14, FA-15, FA-35, FA-38, FA-39, FA-40)

FI-07. The Grand Jury found that, while 12 Step programs are offered in the Ventura County jail system, given the percentage of inmates identified as having substance abuse issues, the opportunity for participation by inmates in these 12 Step meetings needs to increase. (FA-07, FA-08, FA-13, FA-14, FA-15)

FI-08. The Grand Jury found that five facilities were noted to have staffing adequacy issues. (FA-04) (Att-01)

Recommendations

- R-01. The Grand Jury recommends that the Ventura County Sheriff, working with County Behavioral Health Division, provide the Board of Supervisors with an annual data based assessment of mental health issues in the law enforcement environment. Based on this assessment, the Grand Jury recommends that these agencies expand existing programs (such as the 12 Step programs) and propose additional programs to both mitigate those issues and to help transition inmates with mental health issues back to “mainstream society”. (FI-06, FI-07)
- R-02. The Grand Jury recommends that the Ventura County Sheriff provide an annual update to the Board of Supervisors on the observable and measurable effects of Prop 47 with recommendations regarding Prop 47 changes that would improve the balance between public safety and the use of resources. (FI-05)
- R-03. The Grand Jury recommends that the City of Santa Paula create a prioritized list of improvements targeted at restoring the functionality and capabilities of its police force. On a semi-annual basis, the City Council should report progress in funding the items on the list to the public. (FI-02)
- R-04. The Grand Jury recommends that the City Council of the City of Moorpark authorize the funds to repair the camera system internal to the Moorpark police station. (FI-01)
- R-05. The Grand Jury recommends that the Ventura County Probation Agency improve the observation of the entire “safety cell” at the Ventura County Probation Agency Juvenile Facility. (FI-04)

Responses

Responses Required From:

Ventura County Sheriff (FI-05, FI-06) (R-01, R-02)
 City Council of the City of Moorpark (FI-01) (R-04)
 City Council of the City of Oxnard (FI-01)
 City Council of the City of Santa Paula (FI-02) (R-03)

Responses Requested From:

Ventura County Health Agency (FI-06) (R-01)
 Ventura County Probation Agency (FI-04) (R-05)

Commendations

The Grand Jury commends the Sheriff's Office and the Board of Supervisors for their proactive stance and persistence in obtaining funding for the Medical/Mental health facility addition to Todd Road Jail.

The Grand Jury further commends the Sheriff's Office for its work in providing Crisis Intervention Team training for the sworn staff and dispatchers.

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Attachments

Att-01. Detention Facility Summary Matrix

Disclaimer

This report is issued by the 2015-2016 Ventura County Grand Jury. Due to a potential conflict of interest, certain members of this Grand Jury were excused from participating in some aspects in the production of this report.

Glossary

<u>TERM</u>	<u>DEFINITION</u>
12 Step Program	A set of guiding principles outlining a course of action for recovery from addiction, compulsion, or other behavioral problems
AED	Automated External Defibrillator
BSCC	Board of State and Community Corrections
CIT	Crisis Intervention Team
DJJ	Division of Juvenile Justice
EVJ	East Valley Jail
GED	General Educational Development
Grand Jury	2015-2016 Ventura County Grand Jury
INS	Immigration and Naturalization Service
JJ	Juvenile Justice
P&P	Policies and Procedures
Prop 47	Proposition 47
Sherriff's Office	Ventura County Sheriff's Office
SPMI	Severe and Persistent Mental Illness
Supervised release	A realignment created form of court-ordered probation requiring a period of time in the community under the supervision of the Ventura County Sheriff's Office
VCBH	Ventura County Behavioral Health
VCPAJF	Ventura County Probation Agency Juvenile Facility
VYCF	Ventura Youth Correctional Facility
Wards	Term used by the State to address underage inmates of the corrections system
YCC	Youth Correctional Counselor
Youths	Term used by the County to address underage inmates of the corrections system

Attachment 01
Detention Facility Summary Matrix

Detention Facilities Inspection Summary

	Holding Facilities										Jail Facilities			
											Adult Facilities		Juvenile Facilities	
	Camarillo	Fillmore	Moorpark	Ojai	Onard	Port Hueneme	Santa Paula	Simi Valley	Ventura	East Valley/TO	Todd Road	Main Jail	Juvenile Justice	Corrections Facility
Policy/Procedures														
Training for natural disasters	E	S	S	S	S	S	S	E	S	S	S	S	S	S
Medical incidents	S	S	S	S	S	S	E	S	S	S	S	S	S	S
Crisis intervention										S	S	S	S	S
Routine operations procedure	S	S	S	S	S	S	E	S	S	S	E	S	S	S
Inmate classification procedure										S	E	S	S	S
Inmate request procedure										S	S	S	S	S
Grievance procedure										S	S	S	S	S
Physical Facility Observations														
Capacity (See notes below)	4	7	10	2	75	4	14	25	6	34	823	796	150 #	600 &
Average population/crowding?	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	10	841	824	90	237
Certifications current?	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Average detainee stay										12h	8m	2-10	60d	9.5m
Cell cleanliness/sanitation	S	S	E	E	N	S	E	E	S	S	S	S	S	N
Clothing/personal hygiene										S	S	S	S	S
Bedding linens										S	S	S	S	S
Toilet accessibility	E	S	S	S	S	S	E	S	S	S	S	S	S	S
Shower accessibility										S	S	E	S	S
Bodily fluids cleaners/drainage	S	S	S	S	S	S	S	S	S	S				
Safety/maintenance	E	E	S	E	N	S	E	S	S	S	S	S	S	N
Lighting/environment										E	S	S	S	S
Phone accessibility	S	E	E	S	S	S	S	S	S	E	S	S	S	S
Food/snacks/water	S	E	S	S	S	S	S	E	S	S				
Kitchen cleanliness/adequacy										E	E	S	S	S
Food/preparation										S	E	S	S	S
First aid/AED, log	S	S	S	S	S	S	S	E	S	S	S	S	S	S
Medical infrastructure										S	S	S	S	S
Accommodation for restraints	E	S	E	S	S	S	S	S	S					
Exercise/recreation facilities										S	S	S	S	S
Appropriate English/Spanish signage	S	S	S	S	S	S	S	S	N	E	S	S	S	S
Other														
Staff Spanish ability	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Staffing adequacy	S	S	S	S	N	N	S	N	N	N	S	S	S	S
Inmate programs										E	S	E	E	S
Holding Facility Accom. For Juveniles														
Appropriate use of restraints	S	E	S	S	S	S	S	E	S	S				
Segregation from adults	S	S	S	S	S	S	E	E	S	S				
Shouting distance to staff	S	S	S	S	S	S	S	S	S	S				
Phone call to parents	S	S	S	S	S	S	S	E	S	S				
Pretransfer interview	S	S	E	S	S	S	S	E	S	S				
Log	S	S	E	S	S	S	S	S	S	S				
Average time held (hrs.)	0.5	1	2	1	1	2	3	2	1	2				

*: 100 capacity set by staffing level. Facility has 235 beds.

#: 150 capacity set by staffing level. Facility has 435 beds.

&: 600 capacity set by staffing level. Facility has 800 beds.

Capacity for Todd Road, Main Jail, and East Valley set by State of California.

Response to Grand Jury Report Form

Report Title: Final Report Detention Facilities & Law Enforcement Issues

Report Date: May 24, 2016

Response by: Greg Nyhoff
Jeri Williams

Title: City of Oxnard Manager
Title: Police Chief

FINDINGS

- I (we) agree with the findings numbered: FI-01
- I (we) disagree wholly or partially with the findings numbered:
Statement specifying any portions of the findings that are disputed; include an explanation of the reasons therefor.

RECOMMENDATIONS

The Grand Jury did not cite any recommendations in their report.

FI-01 did note the following: "...the holding cell area was not very clean," noting, "toilet paper on the ceiling, dirt in the corners, and cracks in the flooring."

With the notation of FI-01, our custodial and booking staff has paid particular attention to ensuring that the holding cells remain clean.

Date: _____

Signed: _____
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

Date: _____

Signed: _____
Greg Nyhoff, City Manager

Date: _____

Signed: _____
Jeri Williams, Police Chief

Number of pages attached: 0



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Jeri Williams, Police Chief

SUBJECT: Agreement with Ventura County Animal Shelter (VCAS) for Sheltering of
Animals from the City of Oxnard

CONTACT: Randy Latimer, Police Department
Randy.Latimer@oxnardpd.org, 385-7600

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute a one year-agreement A-7904 with the County of Ventura's Public Health Agency for animal sheltering services estimated at \$1,556,959 for Fiscal Year 2016-2017.
2. Receive a report from staff on Animal Safety Unit operations provided by the City.

BACKGROUND:

The attached animal services agreement with the County of Ventura A-7904 would replace the existing agreement.

On June 5, 2012, the Board of Supervisors reorganized VCAS as a division in the Public Health Agency. On June 12, 2013, the Ventura County Board of Supervisors adopted the goal of operating its animal shelter on a "no kill" basis. In FY 2015-16, VCAS reported to the Board of Supervisors that it had achieved "no kill" status for the year, with a live release rate of 93%.

Agreement with Ventura County Animal Shelter for Sheltering of Animals from the City of
 Oxnar
 July 26, 2016
 Page 2

In 2015, the City entered into an agreement with Ventura County Animal Services (VCAS) for services animal shelter services, as well as statutory and regulatory issues such as rabies control, and other mandates for local animal control. Under the current contract, costs are allocated to the participating cities using a set of three formulas, one for shelter and administration, a second formula for licensing, and a third for field staff services. Each of these three cost formulas covers an array of tasks and services as an umbrella.

The City has seen an increase in shelter costs each year, with the largest increase in FY 2015-2016 to \$1,698,700. This amount represents an increase of \$607,700 from Fiscal Year 2014-15. The proposed agreement amount proposed for FY 2016-2017 is \$1,556,959, which is a slight decrease from the previous year's agreement amount. This decrease can be attributed to the City's increased focus on licensing and compliance, pet awareness, and efforts in reuniting pets with their owners in lieu of shelter impound.

Under the terms of agreement A-7904 (the "Agreement"), the County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food, and shelter in accordance with the provisions of state law. An animal's picture will be posted on the Animal Services website as soon as practicable to assist the City's residents in reclaiming a missing pet.

Under the terms of the Agreement, the City is charged for its proportion of the total County shelter service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelter originating from all jurisdictions served by the County's shelters. As a result, the total contract amount may be higher or lower than the estimated cost of \$1,556,959.

The animal intake to the County shelter is the main factor in the cost allocation increases. There is a direct correlation between the number of animals impounded to the shelter and the cost allocation the City receives as a result. If the animal intake numbers can be lowered by the City and the residents, the City can expect a reduction in the shelter costs moving forward.

FINANCIAL IMPACT:

Approval of the attached agreement A-7904 will result in an estimated cost of \$1,556,959 to the City's General Fund in the upcoming Fiscal Year 2016-17 Annual Budget. There is sufficient funding available in account 101-2106-802.82-28.

Agreement with Ventura County Animal Shelter for Sheltering of Animals from the City of
Oxnar
July 26, 2016
Page 3

ATTACHMENTS:

Attachment A - VCAS Agreement 16-17

ANIMAL SERVICES AGREEMENT

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COUNTY OF VENTURA AND CITY OF OXNARD

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**ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD**

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the Animal Services Division of the Department of Public Health ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinance, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his/her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than January 31, for the upcoming contract year commencing July 1. By no later than March 1, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by March 1, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives, and employees, from and against all

claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.

- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees, from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim within thirty calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2016, and shall remain in effect until June 30, 2017
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five successive periods of one year each.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least 90 days before the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any the following fees paid by City residents without crediting such fees toward the amounts owned by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 PAYMENT PROCEDURES

- 9.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within 30 days after the date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 30 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

10.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to public records.

11.0 NOTICES

- 11.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement

shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY: City Manager, City of Oxnard
Attn: Greg Nyhoff
300 West Third Street, Fourth Floor
Oxnard, CA 93030

COUNTY Director, Animal Services Division
(attn: Tara Diller)
600 Aviation Drive
Camarillo, California 93010

12.0 SEVERABILITY

12.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

13.0 WAIVER

13.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

14.0 ENTIRE AGREEMENT

14.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: _____

By _____
TARA DILLER
Director, Animal Services

CITY OF OXNARD

Dated: _____

By _____
City of Oxnard, City Manager

ATTEST:

By _____
City Clerk Date

APPROVED AS TO FORM:

By _____
City Attorney Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

OXNARD

FY 2016-17 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits**Shelter Services**

As may be required, the County shall provide shelter services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, disposal of dead animals and related administrative services. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Animal Services website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the Ventura County Animal Services approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County shelter service costs incurred during the fiscal year identified above as set forth below. The County shall bill the City on a quarterly basis for shelter services based on a combination of a base charge and a variable charge, as follows:

City of Oxnard

1. The base charge will consist of 70 percent of the actual costs attributable to the City in the prior fiscal year for shelter services (including veterinary and administrative services). The base charge will be billed quarterly to the City at 25 percent per quarter.
2. The variable charge will consist of the product of 30 percent of the average cost per animal multiplied by actual County shelter animal intakes from the City in the quarter. The average cost per animal used to calculate the variable charge shall be determined by dividing the County's total costs for shelter services (including veterinary and administrative services) budgeted in the current fiscal year by the total number of animal intakes during the prior calendar year.
3. Following the end of the fiscal year, the County will prepare a reconciliation comparing (a) County billings to contracting jurisdictions for shelter services during that fiscal year and (b) the lesser of the County's budgeted annual amount for shelter services or the County's actual costs for shelter services during the same period (not including imputed charges incurred for shelter services for the unincorporated areas). The difference will be either credited or charged to each contracting jurisdiction based on that contracting jurisdiction's percentage of County animal shelter intakes for the fiscal year, and will be included on the County's invoice to the contracting jurisdictions for services provided during the fourth quarter.

If any current contracting jurisdiction terminates its contract with the County, the County will make every practicable effort to reduce the County's variable shelter operating costs which are based on the volume of shelter animals served (including, but not limited to, personnel costs), in order to keep total County shelter service costs at the lowest reasonable level.

In the event of an animal intake at a County animal shelter originating from the City due to any police request and/or pending court case that results in a County shelter stay of more than 15 days, the County shall charge the City for shelter services according to the Ventura County Animal Services approved schedule of rates and fees for each day that each such animal receives shelter services. Should an animal cruelty or neglect investigation regarding an animal originating from the City result in a court case, the City is responsible for reimbursing the County for all resulting costs, including, but not limited to, attorneys' fees and costs incurred by the County, according to the schedule of rates and fees adopted by the County.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in the Ventura County Animal Services approved schedule of rates and fees based on actual hours expended, and the City shall identify a not to exceed amount for field services per fiscal year, as well as the average level of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize a higher annual not to exceed amount for field services. The County shall be under no obligation to provide the City with any field services in excess of the City's identified not to exceed amount.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;
- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter; and
- (iii) For FY 16-17, VCAS will not require the City Animal Control Officers provide their impounds the initial intake treatments per protocol directed from Ventura County Animal Services managing veterinarians to maintain a disease free population, as all other impounding officers are required to complete, with the understanding that this year all City Union or Human Resource concerns be addressed. Should Union or safety concerns arise from the City of Oxnard that would limit the officer's ability to perform this task in FY 17-18, VCAS Management requests a meeting to confer prior to the abandonment of this portion of the contract.

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that state mandated quarantine procedures are complied with. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision. Should there be an appeal from the findings and orders of the Hearing Officer after an animal nuisance hearing regarding an animal originating from the City, the City will be responsible for reimbursing the County for all resulting costs, including, but not limited to, attorneys' fees and costs incurred by the County, according to the schedule of rates and fees adopted by the County.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of \$3.00 per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County shall provide the City with administrative citation processing services for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with 60 days' prior written notice before ceasing to provide such services. The County will provide the following administrative citation processing services to the City contingent upon the City's reimbursement of actual County costs incurred (including, but not limited to, actual costs charged by the County's General Services Agency for mailing and processing of citations and the cost of one hour per month for the services of a Supervising Animal Control Officer): generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software.

The City will be solely responsible for collections once citations are issued to animal owners and for paying for collections, including, but not limited to, costs for contracted collections services. The City will be solely responsible for processing any administrative appeals from citations issued. The County will not be responsible for collections or processing administrative appeals from citations.

License Canvassing

At the election of the City, the County shall provide the City with license canvassing services within the boundaries of the City. The County shall charge the City according to the standard hourly rate set forth in the Ventura County Animal Services approved schedule of rates and fees for license team canvassing based on actual hours expended, and the City shall identify a not to exceed amount for license canvassing per fiscal year. The County shall promptly notify the City in writing when the City reaches 80% of its existing not to exceed amount, to enable the City to make the determination of whether the City wishes to authorize a higher not to exceed amount for license canvassing. The County shall be under no obligation to provide the City with any license canvassing services in excess of the City's identified not to exceed amount.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- ☒ Shelter Services. The City authorizes the County to provide shelter services for animals originating within the boundaries of the City during fiscal year 2016-17 according to the terms and conditions set forth in Part One of this Agreement.

Field Services:

- ☐ The City authorizes the County to provide field services at a not to exceed amount during fiscal year 2016-17 of _____; with field services of _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☒ The City authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, vicious animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of 56 hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- ☐ The City declines to have the County provide field services.

Rabies Control

- ☒ The City authorizes the County to provide rabies control services.
- ☐ The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2016-17 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467.
- ☒ The City declines to have the County conduct animal nuisance hearings.

Animal License Processing:

- ☐ The City authorizes the County to provide animal license processing services for the City during fiscal year 2016-17 according to the terms and conditions set forth in Part One.
- ☐ The City has adopted the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees.
- ☒ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20_____.

- ☒ The City declines to have the County provide animal license processing.

Administrative Citation Processing:

- ☐ The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2016-17 according to the terms and conditions set forth in Part One.
- ☒ The City declines to have the County provide administrative citation processing services.

License Canvassing:

- ☐ The City authorizes the County to provide license canvassing services within the boundaries of the City at a not to exceed amount during fiscal year 2016-17 of _____.
- ☒ The City declines to have the County provide license canvassing services.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
 Greg Nyhoff, City Manager

Signature: _____
 Tara Diller, Director of Animal Services

Date: _____

Date: _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Agreement with TranSystems Corporation for Marine Engineering Services of the Inland Waterway Districts of Mandalay Bay, Westport and Seabridge (5/10)

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council: 1) Approve and authorize the Mayor to execute an Agreement No. 7401-16-PW with TranSystems Corporation (TranSystems) for on-call as needed marine engineering services of the Waterway Districts of Mandalay, Westport, and Seabridge in an amount not-to-exceed \$929,500 over a three year term; 2) Approve Task Orders 1 and 2 for permit processing and engineering design services regarding West Hemlock Street seawalls; and 3) Approve a Budget Appropriation in the total amount of \$379,500 from the fund balances of Mandalay - Fund 121 (\$284,500), Westport - Fund 175 (\$47,500) and Seabridge - Fund 173 (\$47,500) Districts

BACKGROUND

On February 9, 2016, the City issued a Request for Qualifications (RFQ) for on-call as needed consulting engineering services for the inland waterways (Mandalay, Westport, and Seabridge Districts). Eleven known consulting firms received an RFQ notification. Two resided in the County and none in Oxnard. They were Alion Science & Technology, Glen L. Marine Designs, Halcrow, J.A. Jacobsen & Associates, Inc., Level Lime Marine, Mar, Inc., Moffat & Nichol, Noble Consultants, Inc., TranSystems Corporation, Watson Structures, and Whitlock, Dalrymple, Poston & Associates. The RFQ closed on February 29, 2016. Only TranSystems Corporation submitted a document. Staff determined that TranSystems was a qualified candidate

Agreement With TranSystems Corporation for Marine Engineering Services of the Inland Waterways
 July 26, 2016
 Page 2

to perform the services.

The scope of work for marine engineering services includes, but is not limited to, above and underwater inspection; engineering design and evaluations; repairs and modifications of existing marine and civil structures; dredging, docks, marinas, ramps, walks, out buildings, utilities, restrooms, gangways and parking. Staff recommends the City award TranSystems a three (3) year agreement in an amount not-to exceed \$929,500, to provide on-call as needed professional engineering services for the inland waterways (Agreement No. 7401-16-PW).

The term “task order process as needed” means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. The table below estimates budgetary purposes based on authorized amounts and the specific scope of services requested by the City staff.

Community/Service	Total	FY1	FY2	FY3
Mandalay	\$435,000	\$284,500	\$115,500	\$35,000
Dredging Design	\$84,000		\$84,000	\$0
Dredging Permitting	\$31,500		\$31,500	\$0
Hydrographic Survey	\$70,000	\$70,000	\$0	
West Hemlock Permitting	\$45,000	\$45,000		
Seawall Monitoring Program	\$35,000			\$35,000
West Hemlock Boise Repair Design	\$149,500	\$149,500		
Boise Pilaster Repair Design	\$20,000	\$20,000		
Westport	\$237,250	\$47,500	\$79,750	\$110,000
Dredging Design	\$58,000		\$58,000	\$0
Dredging Permitting	\$21,750		\$21,750	\$0
Hydrographic Survey	\$47,500	\$47,500		
Westport Condition Assessment	\$110,000			\$110,000
Seabridge	\$257,250	\$47,500	\$79,750	\$130,000
Dredging Design	\$58,000		\$58,000	\$0
Dredging Permitting	\$21,750		\$21,750	\$0
Hydrographic Survey	\$47,500	\$47,500		
SeaBridge Condition Assessment	\$130,000			\$130,000
Grand Total	\$929,500	\$379,500	\$275,000	\$275,000

Agreement With TranSystems Corporation for Marine Engineering Services of the Inland
Waterways
July 26, 2016
Page 3

The first two task orders regarding permitting and design of the seawall repairs at West Hemlock Street are attached to this staff report. One task order sets forth the scope of services TranSystems will provide the City regarding preparing the permits for, and following up with, the required regulatory agencies. The second task order sets forth the scope of services TranSystems will provide regarding geotechnical testing, design, construction monitoring and follow-up performance evaluations.

FINANCIAL IMPACT

The cost for services performed under this agreement for the three-year term is not to exceed \$929,500. The first year cost will be \$379,500, second year \$275,000 and third year \$275,000. The budget appropriation requested from the fund balances of the Mandalay (Fund 121), Westport (Fund 175) and Seabridge (Fund 173) Districts will provide sufficient funds for the cost of the first year. Funding will be requested for years two and three in the recommended budgets for FY17-18 and FY18-19.

ATTACHMENTS:

Attachment A - Agreement No. 7401-16-PW

Attachment D - Budget Appropriation

Attachment B - Task Order 1

Attachment C - Task Order 2

Agreement No. 7401-16-PW

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 26th day of July, 2016, by and between the City of Oxnard, a municipal corporation (“**City**”), and TranSystems Corporation (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Ralph Alamillo, Projects Manager (“**Manager**”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates William Wood, P.E. 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 July 26, 2016, and expire on July 26, 2019.

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 \$929,500 over a three year term with a first year budget of \$379,500, a second year budget of \$275,000, and a third year budget of \$275,000 for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein. The City can adjust the annual budget in any specific year but not exceed the three year total.

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. Indemnity

To the fullest extent permitted by law, Consultant shall (1) defend (with mutually agreed upon counsel approved by the City Attorney and Consultant, which shall not be unreasonably withheld); (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 liabilities to the extent that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant or its employees, agents, subcontractors or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies except for any adjudicated liability covered by this Section to the extent such liability is the result of the sole active negligence or sole willful misconduct of the Indemnified Party. 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 negligence or willful misconduct of the Indemnified Party. 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-S, 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-S. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-S.

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 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

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

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement 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 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 TranSystems, 6 Hutton Center Drive, Suite 1250, Santa Ana, CA, 92707, Attention: William Wood, P.E.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, California 93030, Attention: Ralph Alamillo.

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 this Agreement on the day and year first above written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor


Ayman Salama, P.E.
Regional Vice- President, TranSystems

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

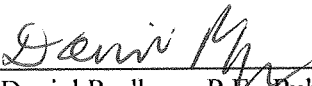
APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Daniel Rydberg, P.E., Public Works Director

Greg Nyhoff, City Manager

EXHIBIT A

SCOPE OF SERVICES

On-Call As-Needed Marine Engineering Consulting Services

The TranSystems Team will provide On-Call As-Needed Marine Engineering Consulting Services to the City of Oxnard, CA for a 3 year period per the contract terms. The team members comprise to provide marine related services involving: (planning; testing; above and underwater inspection; engineering evaluations; engineering design of new marine and civil structures and repairs/modifications of existing; monitoring conditions; database setup entry and system maintenance; assessment and development of capital improvement and maintenance programs; cost estimating and cost/benefit analysis; geotechnical engineering; land surveying; hydrographic surveying; GIS/GPS mapping; plan and specification preparation; contract preparation, administration, management, inspection and testing services) for marine structures, seawalls, slope protection, rip-rap, mud slopes, dredging, docks, marinas, ramps, walks, out buildings, utilities, restrooms, gangways and parking. The team is comprised of the following firms and their associated area of expertise:

TranSystems Corporation - staff includes professional civil and structural engineers, architects, planners, inspectors, construction managers and permit specialists supported by production staff. TranSystems will provide Project Management, Marine Engineering, Civil Engineering, Marine Planning, Above and Underwater Inspection, Quality Assurance Inspections, Dredging Design, Capital Improvement Programming, Monitoring, Report Writing, Architecture and Structural Engineering services, Construction Management, Construction Project Management, Cost Estimating, Biological and Habitat assessments, Regulatory Permit Processing, Plan and Specification preparation, Assess and develop capital and maintenance programs

Duncan Engineering (DE). Duncan Engineering specializes in marine structural engineering including underwater inspections, capital improvement planning for waterfront structures, and structural engineering. DE serves as an extension of the TranSystems staff and will perform lead facility inspections and structural engineering working alongside the TranSystems' team.

Pivot Engineers (Pivot). Pivot's principal work is the structural repair, strengthening and rehabilitation design of concrete structures. Pivot has developed in-house nondestructive testing capabilities to provide a seamless interface between evaluation and structural repair design. Pivot will provide Non-Destructive Testing and assist TranSystems with marine design, monitoring, assessments, engineering analysis and report writing as-needed.

TerraCosta will provide as-needed Geotechnical Engineering services

JMC2 Engineering will provide as-needed GPS/GIS, Surveying & Mapping services and assist with condition assessments and civil engineering, when necessary

FUGRO Pulagos will provide as-needed Hydrographic Surveying services

MTM Builders will provide as needed investigation support such as excavations or core samples

EXHIBIT B
SCHEDULE OF SERVICES

Each assignment will be contracted as a Task Order under this master agreement. All services performed under this Agreement shall be completed based upon the specific task requirement at the request of the City.

EXHIBIT C

ON-CALL CONTRACT LABOR AND EQUIPMENT RATES

ON-CALL CONTRACT LABOR RATES

As-Needed Marine Engineering Services

(Effective Jan 1 to Dec 31 of each year)

A (Note 3)	B	C	D	E	F	G (Note1)	H (Note2)
EMPLOYEE	FUNCTION	DIRECT RATE (AVG)	OVER HEAD	PROFIT	2016 BILLING RATE	2017 BILLING RATE	2018 BILLING RATE
TRANSYSTEMS							
William D Wood	Sr. Project Manager	\$80	\$148	\$17	\$245	\$252	\$260
Anwar Alam	Structural Engineer	\$63	\$117	\$9	\$190	\$196	\$202
TBD	Structural Project Engineer	\$45	\$83	\$12	\$140	\$144	\$149
TBD	Structural Staff Engineer, EIT	\$40	\$74	\$6	\$120	\$124	\$127
TBD	Senior Civil Engineer, PE	\$75	\$139	\$1	\$215	\$221	\$228
TBD	Civil Engineer, PE	\$60	\$111	\$4	\$175	\$180	\$186
TBD	Civil Project Engineer	\$45	\$83	\$12	\$140	\$144	\$149
TBD	Civil Staff Engineer, EIT	\$38	\$70	\$7	\$115	\$118	\$122
Glenn Estrella	Sr. Construction Manager	\$78	\$145	\$7	\$230	\$237	\$244
TBD	Area Construction Manager	\$50	\$93	\$13	\$155	\$160	\$164
TBD	Construction Manager	\$40	\$74	\$11	\$125	\$129	\$133
Andrew Stanevicious	Sr. Analysis	\$79	\$147	\$9	\$235	\$242	\$249
Kevin Bennett	Analyst	\$50	\$92	\$3	\$145	\$149	\$154
Greg Mailho	Sr. Permit Specialist	\$64	\$117	\$29	\$210	\$216	\$223
TBD	Permit Specialist	\$37	\$68	\$15	\$120	\$124	\$127

AGREEMENT FOR CONSULTING SERVICES (V01/29/15)

John Young	Sr. CADD Technician	\$47	\$87	\$11	\$145	\$149	\$154
Armando Martinez	CAD Technician	\$31	\$57	\$27	\$115	\$118	\$122
Renee DeBosque	Administration/Clerical	\$26	\$49	\$5	\$80	\$82	\$85
TBD	Dive Crew - 3 Person (Labor only)	\$175	\$325	\$25	\$525	\$541	\$557
	Misc Equipment Rates	***** See Below*****					

Duncan Engineering							
Cameron Duncan	Sr. Structural Engineer	\$80	\$148	\$12	\$240	\$247	\$255
	Misc Equipment Rates	***** determined at time of Task Authorization *****					

Pivot							
TBD	Senior Principal	\$125	\$232	\$18	\$375	\$386	\$398
TBD	Principal	\$77	\$142	\$11	\$230	\$237	\$244
TBD	Senior Engineer	\$65	\$121	\$9	\$195	\$201	\$207
TBD	Project Engineer	\$57	\$105	\$8	\$170	\$175	\$180
TBD	Staff Engineer	\$50	\$93	\$7	\$150	\$155	\$159
TBD	Graduate Engineer	\$42	\$77	\$6	\$125	\$129	\$133
TBD	CADD Technician	\$28	\$53	\$4	\$85	\$88	\$90
TBD	Technician	\$25	\$46	\$4	\$75	\$77	\$80
TBD	Project Assistant	\$25	\$46	\$4	\$75	\$77	\$80
	Misc Equipment Rates	***** determined at time of Task Authorizaion *****					

JMC2							
John Cruikshank	Principal	\$84	\$155	\$12	\$250	\$258	\$265
TBD	Director	\$65	\$121	\$9	\$195	\$201	\$207
TBD	Survey Manager	\$60	\$111	\$9	\$180	\$185	\$191
TBD	Chief of Parties Field Supervisor	\$53	\$99	\$8	\$160	\$165	\$170
TBD	Project Surveyor	\$40	\$74	\$6	\$120	\$124	\$127

AGREEMENT FOR CONSULTING SERVICES (V01/29/15)

TBD	Assistant Project Surveyor	\$32	\$59	\$5	\$95	\$98	\$101
TBD	CADD Technician	\$37	\$68	\$5	\$110	\$113	\$117
TBD	Project Assistant	\$28	\$53	\$4	\$85	\$88	\$90
TBD	Clerical	\$25	\$46	\$4	\$75	\$77	\$80
Crew	Field Survey Party - One Person	\$53	\$99	\$8	\$160	\$165	\$170
Crew	Field Survey Party - Two Person	\$77	\$142	\$11	\$230	\$237	\$244
Crew	Field Survey Party - Three Person	\$114	\$210	\$16	\$340	\$350	\$361
Crew	HDS Field Survey Party - One Person	\$55	\$102	\$8	\$165	\$170	\$175
Crew	HDS Field Survey Party - Two Person	\$87	\$161	\$12	\$260	\$268	\$276
Crew	HDS Field Survey Party - Three Person	\$122	\$226	\$17	\$365	\$376	\$387
Misc Equipment Rates		***** determined at time of Task Authorizaion *****					

TERRA COSTA							
Walter Crampton	Principal Oceanographer	\$67	\$124	\$10	\$200	\$206	\$212
TBD	Principal Engineer/Geologist	\$63	\$117	\$9	\$190	\$196	\$202
TBD	Associate Engineer/Geologist	\$58	\$108	\$8	\$175	\$180	\$186
TBD	Sr. Engineer/Geologist	\$57	\$105	\$8	\$170	\$175	\$180
TBD	Project Engineer/Geologist	\$53	\$99	\$8	\$160	\$165	\$170
TBD	Staff Engineer/Geologist	\$43	\$80	\$6	\$130	\$134	\$138
TBD	Senior Technician	\$35	\$65	\$5	\$105	\$108	\$111
TBD	Technician	\$30	\$56	\$4	\$90	\$93	\$95
TBD	Senior Designer	\$43	\$80	\$6	\$130	\$134	\$138
TBD	Designer	\$35	\$65	\$5	\$105	\$108	\$111
TBD	Technical Support	\$27	\$49	\$4	\$80	\$82	\$85
Misc Equipment Rates		***** determined at time of Task Authorizaion *****					

FUGRO PELAGOS							
TBD	Principal	\$91	\$168	\$13	\$272	\$280	\$289

AGREEMENT FOR CONSULTING SERVICES (V01/29/15)

TBD	HSE Manager	\$75	\$138	\$11	\$223	\$230	\$237
TBD	Professional Ops Manager	\$75	\$138	\$11	\$223	\$230	\$237
TBD	Project Manager	\$54	\$100	\$8	\$161	\$166	\$171
TBD	Multibeam/LiDAR Specialist	\$48	\$90	\$7	\$145	\$149	\$154
TBD	Engineering Technician	\$41	\$76	\$6	\$123	\$127	\$130
TBD	Administrative Support	\$23	\$43	\$3	\$69	\$71	\$73
	Misc Equipment Rates	***** determined at time of Task Authorizaion *****					

Note 1: Staff names and classifications to be identified at the time of Task Authorizations

Note 2: 2017 and 2018 billing Rate escalations to be mutually agreed to in writing by City and TranSystems for 2017 renewal option to be valid. Base rates shall be adjusted by this escalation factor.

ON-CALL CONTRACT EQUIPMENT RATES FOR TRANSYSTEMS

As-Needed Marine Engineering Services

(Effective Jan 1 to Dec 31 of each year)

DIVE EQUIPMENT	2016	2017	2018
Cold Water Dive Gear per diver	\$80 / day	\$83 / day	\$86 / day
BCD, Quick Release Harness & Weights per diver	\$20/ day	\$12 / day	\$13 / day
Underwater Camera & Housing	\$15 / day	\$ 15 / day	\$ 15 / day
Air Cylinder Fills	\$15 each	\$16 each	\$17 each
Expendable Small Tools, Flashlights, dive gloves per diver	\$10 / day	\$10 / day	\$10 / day

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Cargo Van Rental	\$285 / week	\$295 / week	\$300 / week
POV Mileage	Per Government Rate		
BOAT EQUIPMENT			
Dive Crew 17' Boston Whaler or Equal	\$400 / day	\$415 / day	\$430 / day
Fuel, Insurance & Misc. Equipment	\$75 / day	\$80 / day	\$85 / day
Above Water Inspection Crew 12' Skiff or Inflatable	\$70 / day	\$73 / day	\$76 / day
Fuel & Misc Equipment	\$30 / day	\$35 / day	\$40 / day

Exhibit-S

INSURANCE REQUIREMENTS FOR UNDERWATER DIVING/CONSTRUCTION CONTRACTS

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.

Commercial General Liability Insurance, including Contractual Liability which includes underwater activities in an amount not less than \$2,000,000 and/or protection & indemnity coverage at \$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;

Evidence of Business Automobile Liability and Watercraft 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 or watercraft liability with coverage equivalent to Insurance Services Office Automobile or Watercraft Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

Workers' Compensation Insurance shall be the State of California or United States Longshore and Harbor Workers (USL&H) [dock] or Jones Act Coverage as Appropriate (water). Limits of liability for State of California and USL&H shall be statutory with Employers Liability Insurance in an amount not less than \$1,000,000 per claimant and \$2,000,000 for Jones Act.

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-S. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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 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. 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-S 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.

7/16

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 sample accord form.

INS-S.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	INSURANCE	TYPE OF	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.					GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AND SCHEDULED HIRED AUTOS NON-OWNED AND GARAGE LIABILITY					COM. AGG. \$1,000,000 BODILY INJURY (Person) \$ BODILY INJURY (Accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY					STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance					Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction— Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ 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 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		OTHER PROVISIONS	
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or			
b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.			
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: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	

Rev. 7/16

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program _____
 Manager: Daniel Rydberg

Date: July 26, 2016
 Phone: 385-8281

Reason for Adjustment:

To appropriate funding for TranSystems Corp. (Agreement 7401-16-PW) from fund balances of Mandalay, Westport and Seabridge Districts

Accounts and Descriptions**AMOUNT**

Fund: Mandalay Waterways Assessment District (Fund 121)

Expenditures/Transfers Out**Inland Waterways (3108)**

121-3108-803.82-09 SVCS-OTHER PROF/CONTRACT 284,500

Sub-total Expenditures 284,500

Net Change to Fund Balance (284,500)

Fund: Westport Maint.FD (Fund 175)

Expenditures/Transfers Out**Inland Waterways (3108)**

175-3108-803.82-09 SVCS-OTHER PROF/CONTRACT 47,500

Sub-total Expenditures 47,500

Net Change to Fund Balance (47,500)

Fund: Seabridge Maint.FD (Fund 173)

Expenditures/Transfers Out**Inland Waterways (3108)**

173-3108-803.82-09 SVCS-OTHER PROF/CONTRACT 47,500

Sub-total Expenditures 47,500

Net Change to Fund Balance (47,500)

Net Appropriation Change 379,500

Approvals

Department Director 

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)

BA Doc# (Finance Use Only)

Rev#

REQUIRES CITY COUNCIL AUTHORIZATION

Packet Pg. 267

Public Works CPM
Phone: 805-385-8341 Fax: 805-385-7907



Date: June 21, 2016

TO: Ayman Salama, PE Regional Vice President, Responsible Co. Representative

FROM: Robert Hearne, Interim City Engineer
Public Works CPM

SUBJECT: Public Works Department / City of Oxnard
TranSystems Corporation
Agreement Number: A-7401-16-PW On-Call As-Needed Marine Engineering
Consulting Services

Task No.: 1

Scope of Services Title: Environmental Permitting for Pilot Program for Boise Panel Seawall Repair Design, West Hemlock Street

Amount of Proposal Quote: \$45,000

Specification No.: N/A

PO No.: TBD Acct. No.: TBD

The above task number for the project described has been approved for professional services per the Environmental Permitting for Pilot Program for Boise Panel Seawall Repair Design, West Hemlock Street

Please begin to provide the services as outlined and provide the required schedule or other documentation as may be requested for this Scope of Services.

If there are any questions please contact us at: 805-385-8341.

REVIEWED / APPROVED:

Robert Hearne, Interim City Engineer

Daniel Rydberg, Public Works Director

APPROVED FOR AMOUNTS ABOVE \$25,000:

Greg Nyhoff, City Manager

***All Task Orders to be Reviewed by CCRC for approval**

TranSystems
 6 Hutton Centre Dr., Suite 1250
 Santa Ana, CA 92707
 714-662-3020
 www.transystems.com

Mr. Raymond Williams
 Project Manager
 City of Oxnard
 305 West Third Street
 Oxnard, CA 93030

June 15, 2016

**RE: Marine Engineering Consulting Services
 Proposal (Rev) – Environmental Permitting for
 Pilot Program for Boise Panel Seawall Repair Design, West Hemlock Street**

Dear Mr. Williams:

As requested, attached is our proposal for the environmental permitting that will be needed for the Pilot Program for Boise Panel Seawall Repairs, West Hemlock Street. It is understood that if approved this work would be done as a ask order under Agreement No. 7401-16-PW ("Agreement").

SCOPE OF SERVICES

TranSystems shall perform the following described services:

1. Permit Processing:

TranSystems shall prepare a CEQA categorical exemption request for the work. (If the effort grows beyond a simple approach, or if CEQA documentation is requested beyond that required for a categorical exemption, TranSystems shall submit a task order proposal to the City, which shall fall under additional services per the terms of the Agreement. TranSystems shall provide the City with the permit application amounts determined during the application preparation process, and the City shall be responsible for payment of all required permit processing fees.

2. Preparation of permit applications for the following regulatory agencies and types of permits

- U.S. Army Corps of Engineers – prepare Individual Permit (The USACE permit process typically includes notification to US Fish and Wildlife Service and National Marine Fisheries Service – NMFS if it determines that consultation is necessary)
- Regional Water Quality Control Board, Los Angeles Region – prepare Water Quality Certification Application under Clean Water Act, Section 401.
- California Coastal Commission, South Coast – Determine consistency with the Coastal Zone Management Act and/or prepare Coastal Development Permit application for work activities in the water.

Service 2 includes: preliminary review of project scope and data required including contact with agencies for permit requirements; coordination with City staff including telephone calls, staff requests for information, review and response to comments on permit applications from regulatory agencies during agency permit processing; three face-to-face meetings with permitting agencies, if required and locations are within Southern California including but not limited to Ventura County.

3. California Environmental Quality Act (CEQA)

- Prepare notice of exemption document in compliance with CEQA Guidelines Section 15301 – Existing Facilities.
- Provide the CEQA document to the City for filing as required.

Boise Panel Seawall Repair
Permit Proposal

ASSUMPTIONS:

If needed and with a notice to proceed from City staff, the TranSystems On-Call Team is prepared to provide the below described services as additional services per the terms of the Agreement.

- a. Biological studies in compliance with State and federal agency requirements, such as a biological Analyses, eelgrass surveys, Caulerpa surveys, and Essential Fish Habitat Studies including any supplemental information resulting from review of these documents by the National Marine Fisheries Service and California Department of Fish and Game
- b. Project Clean Water Act Section 404(b)(1) Alternatives Analysis if required by the Army Corps of Engineers
- c. Noise impact study if required by the agencies with regards to potential impacts on humans and aquatic species from construction activity
- d. Cultural resources study of the project site if required by the U.S. Army Corps of Engineers pursuant to Section 106 of the National Historic Preservation Act
- e. Public notification to owners, lessees, and tenants, as required as part of the permitting process by the respective regulatory agencies
- f. Legal documents including but not limited to easements, legal descriptions, assessor's maps, and other legal documents, as well as information regarding the City's Coastal Development Plan, as required for permit applications.
- g. Permitting required by the California Department of Fish and Wildlife, U.S. Coast Guard, or other regulatory agencies not listed above. These requests are rare.
- h. This proposal does not include pre- or post-permit conditions for the project involving mitigation planning to offset potential environmental impacts (e.g., proposing a mitigation scheme to offset the loss of aquatic habitat by inadvertent introduction of construction materials or placement of fill in the water)

DELIVERABLES:

By TranSystems:

- Categorical exemption CEQA document (electronic copy for City filing)
- Copies of permit applications (electronic drafts for City review and comments and final electronic document for City signature and submittal to agencies)
 - US Army Corps of Engineers
 - Regional Water Quality Control Board
 - California Coastal Commission
- Regulatory agency permit fee determinations to City
- Final hard copies of permit applications

By City

- Categorical exemption CEQA document filing
- Review and comment on permit applications
- City signature on applications and submittal to agencies
- Regulatory agency permit fees/checks

SCHEDULE

Although TranSystems does not have control of the regulatory agencies' permit application processing duration, we will diligently prepare the respective permit applications, and coordinate with the City and the agencies as necessary to move the process forward in a timely manner. Based upon our experience

Boise Panel Seawall Repair
Permit Proposal

working with the regulatory agencies, TranSystems anticipates that the regulatory permitting work in this proposal will require approximately six months from a notice to proceed to issuance of the respective permits necessary for the proposed construction activities. The work is dependent upon the City's ability to respond with the deliverables noted herein, as well as the regulatory agencies' processing time, which is usually extensive. Should the project scope of work change, or if the permit applications require changes due to the City's need to revise the work, the schedule may require adjustment.

COMPENSATION

Our estimated fee associated with the stated Scope of Services in this entire task order is approximately **\$45,000**.

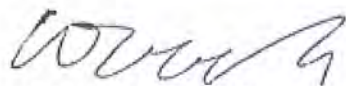
The estimated fee stated above was developed based upon providing the following permit assistance assuming an average level of difficulty securing each permit. The actual fee will be based upon the actual effort expended. Some agencies will require greater effort and others less. TranSystems agrees not to exceed the estimated fee listed herein without written authorization from the City.

CONTRACT LIMITATIONS - Refer to Assumptions stated above.

We are available to discuss any and all aspects of this proposal, and please feel free to call should you have any comments or questions.

Sincerely,

TRANSYSTEMS, INC.



William D Wood, PE
Assistant Vice President

Ayman Salama, PE
Regional Vice President

cc: Ayman Salama
Greg Mailho
Eric Newman

Public Works CPM
Phone: 805-385-8341 Fax: 805-385-7907



Date: June 21, 2016

TO: Ayman Salama, PE Regional Vice President, Responsible Co. Representative

FROM: Robert Hearne, Interim City Engineer
Public Works CPM

SUBJECT: Public Works Department / City of Oxnard
TranSystems Corporation
Agreement Number: A-7401-16-PW On-Call As-Needed Marine Engineering
Consulting Services

Task No.: 2

Scope of Services Title: Pilot Program for Boise Panel Seawall Repair Design, West Hemlock Street

Amount of Proposal Quote: \$149,500

Specification No.: N/A

PO No.: TBD Acct. No.: TBD

The above task number for the project described has been approved for professional services per the

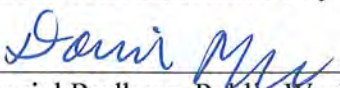
Please begin to provide the services as outlined and provide the required schedule or other Pilot Program for Boise Panel Seawall Repair Design, West Hemlock Street.

Documentation as may be requested for this Scope of Services.

If there are any questions please contact us at: 805-385-8341.

REVIEWED / APPROVED:


Robert Hearne, Interim City Engineer


Daniel Rydberg, Public Works Director

APPROVED FOR AMOUNTS ABOVE \$25,000:

Greg Nyhoff, City Manager

***All Task Orders to be Reviewed by CCRC for approval**

TranSystems
 6 Hutton Centre Dr., Suite 1250
 Santa Ana, CA 92707
 714-662-3020
 www.transystems.com

Mr. Raymond Williams
 Project Manager
 City of Oxnard
 305 West Third Street
 Oxnard, CA 93030

June 15, 2016

**RE: Marine Engineering Consulting Services
 Proposal (Rev) – Pilot Program for
 Boise Panel Seawall Repair Design, West Hemlock Street**

Dear Mr. Williams:

As requested, attached is our proposal for the design of the Pilot Program for Boise Panel Seawall Repair Design, West Hemlock Street. It is understood that if approved this work would be done as a task order under Agreement No. 7401-16-PW ("Agreement").

Three Areas of Repair

TranSystems has split this task order into three areas of repair that require our design work:

- A) Repair four broken boise pilasters and four cracked wall panels with significant deterioration on the West Hemlock Street block.
- B) Repair all panel cracks and pilasters with corrosion deterioration on the subject 368' long seawall segment.
- C) Repair the drainage system behind the seawall.

Scope of Services

TranSystems shall perform the following described services for a **Fixed Fee of \$149,500:**

(Note: Environmental permitting under separate task order):

Task I. Repair Programming (\$14,200 Subtotal)

- 1) Develop a program timeline, which shall include investigation, concept design, environmental permitting, assisting City staff with possible prequalification packet, assisting City staff with bid packet, sequential construction and repair performance evaluations.
- 2) Define the site work restrictions including site access, laydown area, dock and boat relocations, work hours, noise levels, tide sensitive work, anticipated BMP requirements, and so forth.
- 3) Develop with staff the prequalification (if the City decides to prequalify) and bid packets, which will include the minimum testing requirements for acceptance of proposed epoxy bonding materials.
- 4) Develop with staff progress payment schedule for the Pilot Program, including liquidated damages to ensure work proceeds on schedule.
- 5) Attend two meetings with City, HOA Seawall Committee if City staff so requests and/or City Attorney to develop and review the program. The Project Manager will attend both meetings, and a TranSystems Senior Construction Manager will attend one of the meetings to assist with contractual issues. Participate in additional teleconference meetings, as necessary and requested by City staff.

Boise Panel Seawall Repair
Design Proposal

Task 2. West Hemlock Geotechnical and Concrete Sampling Investigation (\$51,500 Subtotal)

- 1) Provide a Site Specific Geotechnical Investigation by TerraCosta Consulting, a subcontractor, to confirm the soil conditions and the active earth pressure of the fill material behind the wall by creating two to three soil borings or trench pits in close proximity to the wall panels. Lab testing and construction recommendations shall be included in a Geotechnical Recommendations Draft Report. This subtask assumes repair of wooden decks shall be dismantled for access to trench pits. (\$34,000)
- 2) Demolish the surface concrete to collect corrosion rate information on Engineer-selected locations of the Boise precast wall. (\$17,500)

Task 3. Performance Specification and 30% Design Level Drawings (\$41,500 Subtotal)

- 1) Obtain field measurements including dock, deck and gangway and pile locations in work area
- 2) Draft Structural Engineering Concept Repair Design and Existing Condition Detailing
- 3) Prepare Engineering Cost Estimate
- 4) Assist City in responding to HOA review comments if requested by City staff
- 5) Complete pilaster repair and drainage repair design and drawings to 100% level

Task 4. Prequalification (if the City Decides To Do So) and Bid Packet Assistance (\$5,300 Subtotal)

- 1) Assist City in responding to pre-bid questions if City staff so requests
- 2) Attend one pre-bid meeting if City staff so requests
- 3) Assist City staff in drafting prequalification (if the City decides to do so) and bid packets with City staff providing administrative and bidder instruction sections
- 4) Assist City staff in any technical or professional questions regarding bid responsiveness

Task 5. Construction Support and Monitoring Services (\$27,000 Subtotal)

- 1) Take up to nine trips and prepare contractor construction monitoring and observation reports, which shall include but not be limited to photographs and comments regarding site impact to topside and waterside, nature of equipment, noise, dust, required dock moves, debris containment, construction challenges, apparent skill of labor, quality control mixing and storage of epoxy materials, control of reinforcing fabric, forms and/or rebar, environmental site conditions at time of work (tide, air and water temperature, humidity, wind, etc.) which can affect epoxy work. (\$19,500)
- 2) Assist staff in responding to contractor request for information if City staff so requests. (\$3,500)
- 3) Review material and work plan submittals and shop drawings for up to three different designs, and provide staff with feedback on those documents. (\$4,000)

Task 6. Follow-up Performance Evaluation (\$10,000 Subtotal)

Follow-up with site visits to evaluate repair performance at 1 month, 3 months, 6 months and 12 months after last repair is complete, as determined by City staff. Issue written field reports with photographs for each trip. After each trip, teleconference with City staff to discuss and answer questions with City. Also teleconference with HOA Seawall Committee upon request by City staff during HOA Seawall Committee's typical monthly meeting.

Boise Panel Seawall Repair
Design Proposal

SCHEDULE

Once given a notice to proceed, work can begin within 3 to 4 weeks. Tasks 1 through 3 shall take 3 to 5 months. Permitting (under a separate task order proposal) could take up to 6 months due to the regulatory agencies' processing time, which is outside TranSystems' control. These permits will need to be obtained before repair work can begin. Task 5 shall last throughout the entirety of the construction process. Task 6 shall be completed within 18 months of when the last repair is complete, as determined by City staff.

We are available to discuss any and all aspects of this proposal and please feel free to call should you have any comments or questions.

Sincerely,

TRANSYSTEMS, INC.



William D Wood, PE
Assistant Vice President

Ayman Salama, PE
Regional Vice President

cc: Ayman Salama
Eric Newman
Greg Mailho



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 4

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Retroactive Agreement for Trade Services with Mario's Trucking Corporation
(5/5)

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute a retroactive Agreement for Trade Services with Mario's Trucking Corporation (Agreement No. A-7894) for supplemental waste transfer hauling services for the term March 1, 2016, through June 30, 2016, in the amount of \$100,000.

BACKGROUND

The Environmental Resources Division utilizes supplemental waste transfer haulers to augment the efforts of the internal transfer fleet. Supplemental haulers are called upon to assist the City in transfer of waste, recyclables and organics to contracted processing facilities. The City's solid waste facility permit to operate the Del Norte Regional Recycling and Transfer Station (Facility) requires transferring material from the Facility to processors within 48 hours of receiving that material. Failure to comply can result in violating the Facility's solid waste permit and storm water permit. It also causes odor, vector problems, and hazardous working conditions for employees and customers. The ability to comply with these permit mandates is heavily affected by fluctuating material volumes, vehicle maintenance, trucking schedules, traffic and several other variables.

In December of 2014, the Environmental Resources Division issued a request for proposals

Retroactive Agreement for Trade Services with Mario's Trucking Corporation

July 26, 2016

Page 2

(RFP) for supplemental transfer hauling services to survey firms and hauling rates. Only two firms placing bids were eligible for waste transfer haul service: Ecology Auto Parts, Incorporated and Agromin Corporation. Agromin elected not to renew its contract after one year's hauling service due to the firm's insufficient capacity to haul when called upon by the City. Ecology Auto Parts is currently the primary and only contracted supplemental waste transfer hauler for the Del Norte Facility. When conditions become extreme and the City and Ecology Auto Parts are unable to meet permit mandates, the Environmental Resources Division must resolve the situation immediately. This occurred between March 2016 and June 2016, and as a result, the Environmental Resources Division called upon Mario's Trucking Corporation to urgently haul material from the Del Norte Facility to contracted processing facilities.

While procurement was not formally established, staff did begin to perform due diligence immediately. This included contacting the Finance Department for direction, contacting the Gold Coast MRF for references, verifying insurance and licensing, and assembling all other documents that would be needed to ultimately establish purchasing authority. Staff has since received direction from the City Attorney Department, Finance Department and Contract Compliance Review Committee (CCRC) on how to proceed. This agenda item is a component in that process.

Staff is recommending that the City Council approve a retroactive agreement for trade services with Mario's Trucking Corporation in the amount of \$100,000 for waste transfer loads completed by the company from March 1, 2016 through June 30, 2016. The Environmental Resources Division is planning to issue another RFP to haul waste in the future.

FINANCIAL IMPACT

The value of Agreement No. A-7894 with Mario's Trucking Corporation is \$100,000 for the term March 1, 2016, through June 30, 2016. Funds are available in the Environmental Resources Enterprise Fund Account Number 631-6314-842-8281 (Waste Transfer Haul-Contractual Services-Supplemental Waste Hauling) to cover the cost of supplemental waste transfer hauling performed by Mario's Trucking Corporation in Fiscal Year Budget 2015-16.

ATTACHMENTS:

Attachment A - Agreement No. A-7894

Agreement No. A-7894

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

WHEREAS, because of fluctuations in the amount of solid waste generated at the Del Norte Regional Recycling and Transfer Station at 111 South Del Norte Boulevard, Oxnard, California, the City of Oxnard sometimes has too few trucks and drivers to provide necessary hauling services and wishes to call on Mario's Trucking Corporation as needed to provide supplementary hauling services; and

WHEREAS, Mario's Trucking Corporation represents that its personnel has the qualifications and experience to properly perform such services; and

WHEREAS, the City's primary contractor was not providing enough trucks to haul the amount of refuse at the Del Norte Regional Recycling and Transfer Station in March 2016, so the City had to urgently and unforeseeably use Mario's Trucking Corporation to remove and dispose refuse within the permitted guidelines; and

WHEREAS, Mario's Trucking Corporation performed supplemental hauling services from the period March 1, 2016, through June 30, 2016, and is due payment in the amount of not-to-exceed \$100,000 for supplemental hauling service.

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

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this ____ day of July, 2016, by and between the City of Oxnard ("City") and Mario's Trucking Corporation ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City supplemental hauling services (the "Services") from the City's Del Norte Regional Recycling & Transfer Station (Station) to the Simi Valley Landfill and Recycling Center or the Toland Road Landfill as listed in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Vendor shall provide the Services on an as-needed basis with a twenty-four hour notice. Hauler shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement began on March 1, 2016, and ended on June 30, 2016. City may terminate this Agreement at any time, with cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. a. City shall pay Vendor in amount not to exceed \$100,000 for Services for the term of this Agreement. Vendor to provide hauling from the Station to each of the following landfills and rates per ton hauled: Simi Valley Landfill \$9.75 per ton hauled and the Toland Road Landfill \$9.75 per ton hauled. Vendor's rate per ton hauled under this Agreement includes all costs related to Vendor's performance for the supplemental hauling services from the Station to the designated landfill including but not limited to: all labor, fuel, equipment, maintenance, repairs, parts, supplies, and other related costs. City does not guarantee that City will request Vendor to haul any minimum or maximum amount of material. The City will use its best efforts to level out the number of the average daily loads to that allows the Vendor to maximize the efficiency of its allocation of personnel and equipment necessary to perform the work under this Agreement.

b. Payments to be made to Vendor by City for 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 Vendor's services beyond the current fiscal year, this Agreement shall cover payment for Vendor's 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. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit B**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor,

effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Vendor’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Vendor’s work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor’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.

7. Vendor shall continuously maintain adequate protection of all of Vendor’s work from damage and shall protect the City’s property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and

municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, 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 coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Mario's Trucking Corporation, 10111 Bromont Avenue, Sun Valley, California 91352, Attention: Mario A. Rodriguez. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources / MRF Manager.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement 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 Agreement for all purposes.

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

CITY OF OXNARD

MARIO'S TRUCKING CORPORATION

Greg Nynoff, City Manager

Mario A. Rodriguez, Owner/President

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Dave Millican, Risk Manager/ Purchasing Agent

APPROVED AS TO CONTENT: :

Daniel Rydberg
Daniel Rydberg, Public Works Director

Todd Vasquez-Housley,
Environmental Resources / MRF Manager

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

1. On request of City, Vendor shall, pursuant to this Agreement, haul solid waste material from City's Station to either the Simi Valley Landfill or the Toland Road Landfill. If during term of Agreement City designates a landfill not identified in this Section of Agreement, Vendor shall provide City its rate per ton hauled to that landfill.
2. Vendor shall provide hauling services only upon request of the City. Station hours are 5:30 a.m. to 5:00 p.m. Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the Station, landfills, and other facilities, including the Del Norte Regional Recycling and Transfer Station Loading Procedure Policy as listed in Exhibit A-1 of this Agreement, which is attached hereto and incorporated herein by this reference.
3. City shall give Vendor at least 24 hours notice by telephone of assignments to haul material. City shall specify the number of trucks required and specify the facility where the material is to be delivered.
4. Vendor shall maintain tractor-trailers to perform haul operation in legal, safe and effective manner. Vendor shall keep tractor-trailers in a clean condition and maintain a good appearance. Vendor shall provide City a copy of certification to verify safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Vendor's tractor-trailers. Upon City's request, Vendor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.
5. City shall inspect Vendor's tractor-trailers as City determines is necessary. Upon request of City, Vendor shall repair, at Vendor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Vendor shall repair the item within a reasonable time as not to adversely impact hauling service. Vendor's tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from the Station.
6. Vendor shall use its best efforts to provide a sufficient number of trucks and drivers to the Station at the days and times specified by City.
7. Vendor shall provide City with a weight ticket identifying the amount of tons hauled by Vendor to the facility.
8. Vendor shall provide City with tare weights of tractor-trailers used by the Vendor. Tractor-trailers shall have full tank of fuel when weight tared.
9. Vendor shall provide City with vehicle numbers of tractor-trailers used by the Vendor.
10. City shall provide Vendor staging/parking area at Station for a maximum of five tractor-trailers. Based on City's waste hauling needs, City shall determine number of tractor-trailers staged at Station by Vendor. Upon City's request, City shall give Vendor 24 hour notice by

telephone to change number of tractor-trailers staged at Station by Vendor.

11. Vendor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at the Station. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Vendor's tractor-trailers shall be performed by the Vendor and at the sole expense of the Vendor. Vendor shall perform all maintenance, washing and fueling of its tractor-trailers at the Station from 5:00 p.m. to 5:30 a.m. Monday through Saturday during the closed hours to the public. Vendor shall not perform any major repairs of its tractor-trailers at the Station. Vendor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Vendor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Vendor may stage maintenance and parts vehicle and other apparatus to maintain, fuel and wash Vendor's tractor-trailers at the Station. Vendor must use containment methods requested by the City.

12. Vendor must be available to haul solid waste at the City's request. The denial of loads by the Vendor may be interpreted as non performance and breach of this Agreement.

Exhibit A-1

Del Norte Regional Recycling and Transfer Station

Transfer Vehicle Loading Procedure

June 30, 2014

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

- 2.1 Safely load transfer vehicles
- 2.2 Standardize radio communications between Dispatch, loaders, spotters and transfer vehicles.
- 2.3 Minimize safe loading times. TPR Section 6.0 page 16.
- 2.4 Set rules of conduct between Dispatch, loaders, spotters and transfer personnel.
- 2.5 Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

- 3.1 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.2 Non-essential radio conversation will be strictly avoided.
- 3.3 No individual may enter the port tunnels unless both ports are covered. The only exception to this being an emergency.
- 3.4 All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves and safety footwear.
- 3.5 All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
- 3.6 Prior to entering the port tunnels transfers will proceed to the designated area marked "STOP" at the entrance of tunnel.
- 3.7 ALL drivers expecting to enter the port tunnel will stop their truck before the "STOP" sign located at entrance of tunnel.
- 3.8 Transfers will park to the far right of the lane in single file and leave left lane clear.
- 3.9 Upon reaching the "STOP" sign, transfers will report to Dispatch via radio and provide their truck I.D. number and full name.
- 3.10 Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.

- 3.11 Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
- 3.12 Ecology/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
- 3.13 Dispatch will verbally acknowledge all communications requested by transfer drivers.
- 3.14 Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
- 3.15 Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
- 3.16 While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
- 3.17 Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.
- 3.18 Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
- 3.19 Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
- 3.20 When staged and properly aligned, transfer driver shall set both tractor and trailer air brakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
- 3.21 Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
- 3.22 Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
- 3.23 Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
- 3.24 After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
- 3.25 Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; i.e.: overweight, wood sticking out, etc.
- 3.26 Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.

- 3.27 If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.
- 3.28 No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
- 3.29 Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
- 3.30 Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
- 3.31 Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

3.32 SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

- 3.33 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.33.1 Spotter shall **NOT** approach or be near the loading ports while loader is active and running.
- 3.33.2 Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
- 3.33.3 Spotter will **ONLY** approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
- 3.33.4 Spotter will **NOT** walk adjacent to open ports unless covers are fully in place.
- 3.33.5 A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72" (6 feet) whenever ports are not covered (Per Transfer Processing Report).
- 3.33.6 Spotter will maintain visual and radio contact with Dispatch.
- 3.33.7 Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
- 3.33.8 Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
- 3.33.9 Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall **NOT** be done by anyone whether they are using extension tools or not.
- 3.33.10 No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
- 3.33.11 All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before **AND** after completing any tasks underneath tunnels.

4. MATERIALS:

- 4.1 None.

5. EQUIPMENT:

- 5.1 Portable UHF or VHF radios.
- 5.2 Hard Hats.
- 5.3 Safety Glasses.
- 5.4 Standard Safety-vests.
- 5.5 LED Safety-vests.
- 5.6 LED wands.
- 5.7 Gloves.

6. DOCUMENTATION:

- 6.1 Copies of this Transfer Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

EXHIBIT B
LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit B. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2014**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 3 of the Agreement for Trade Services.

EXHIBIT INS-[B]

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
				ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
PRODUCER 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 \$ _____ coverage. ☐ Per Occurrence			
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:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				LIABILITY LIMITS IN THOUSANDS \$			
				EACH OCCURRENCE		AGGREGATE	
				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030				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 _____			

[illegible]



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 5

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1 -
Campus Park Wellfield (5/10)

CONTACT: Terry Kirsch, Public Works
Terry.Kirsch@oxnard.org, 385-8367

RECOMMENDATION:

That City Council: 1) Consider an Addendum to the final Environmental Impact Report for the Groundwater Recovery Enhancement and Treatment ("GREAT") Program (SCH #200301 1045); 2) Award Contract No. A-7874 to the lowest responsible and responsive bidder, Pacific Coast Well Drilling, Inc., in the amount of \$1,157,369 for Project Specification No. UD15-24 (Rebid) Aquifer Storage and Recovery (ASR) Water Well No. 1 – Campus Park Wellfield; 3) Approve a budget appropriation in the amount of \$643,271 from the Resource Development Fee Fund 603 fund balance; and 4) Authorize the Purchasing Agent to issue and execute the Contract upon receipt of final documents

BACKGROUND:

The County of Ventura, on behalf of the Watersheds Coalition of Ventura County, received an \$8.4 million Proposition 84, 2014 Drought Funding Implementation Grant Agreement No. 4600010881 from the California Department of Water Resources for the implementation of integrated water management projects to help cope with the drought. Project Number 5, Groundwater Replenishment and Reuse Project, of the Grant was awarded to the City of Oxnard in the amount of \$1,109,250 and requires a match of \$475,750 plus additional cost shares of \$145,050. On July 28, 2015, the City Council approved Subgrant Agreement No. A-7813 with the County of Ventura to have the County act as the grantee under the Grant. City Council also

Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1

July 26, 2016

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approved \$1,109,250 in grant funding from the State Department of Water Resources and \$620,800 of Water Operating Fund to the GREAT ASR Well Project 116505 to cover the matching funds in the amount of \$475,750 and the additional cost shares of \$145,050.

To fully develop the GREAT Program, the City is proposing this ASR Well Project to evaluate the feasibility of a Groundwater Replenishment Reuse Project (GRRP) using purified recycled water (PRW). The proposed City GRRP includes developing a sustainable program for groundwater replenishment and Indirect Potable Reuse (IPR) of PRW using aquifer units located in the Oxnard Plain Groundwater Basin. The proposed GRRP is intended to augment the City's potable water system by: 1) improving the quality of water available for the City; 2) increasing the available supply; and 3) providing greater reliability by adding a new source of water.

The Project consists of the construction of a pilot ASR well and monitoring wells at Campus Park. The project will be to demonstrate effectiveness of the system and provide required data to the State Department of Drinking Water (DDW) for approval of groundwater replenishment with recycled water from Oxnard's Advanced Water Purification Facility (AWPF). The near term of the project will result in indirect reuse of approximately 1,500 acre-feet per year of recycled water; in the long-term, the project will result in reuse of approximately 7,000 acre feet per year of recycled water as subsequent construction phases are completed. These factors will allow the City to store water in times of low demand and use the stored water in high demand peaks. This is the first of six wells that will ultimately produce approximately 7,000 acre feet per year of recycled water at build-out.

On July 28, 2015 Council approved the subgrant agreement with the County and the budget appropriation for the Campus Park site. The project was bid and a public bid opening was held on February 3, 2016. City Procurement received two bids as follows:

Pacific Coast Well Drilling, Inc.	\$1,157,369
Hydro Resources – West, Inc.	\$1,584,459

Public Works Department staff has reviewed all documentation received including license, registration with the State Department of Industrial Relations (DIR) per SB854, Occupational Safety & Health Administration (OSHA) website, records for debarment, and any labor compliance issues. The bid received from Pacific Coast Well Drilling, Inc. has been found to be the lowest, responsible and responsive bid.

Engineer's Estimate of Total Project Cost for Phase I:

Contract	\$1,157,369
Contingencies	\$ 115,737
Services from other programs*	\$ 182,704
Outside Construction Services**	<u>\$ 274,240</u>
TOTAL	\$1,730,050

Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1

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Cost other than the contract price includes contingencies, *services from other programs (city staff time for contract administration, construction management, survey needs, and inspections) and **outside construction services (soil testing, materials testing, and permits).

Listed below is the Engineer's Estimate of Project Cost for all Four Phases. This approval request is for Phase I. Future phases are presented for information only.

Phase	Description of work	Engineer's Estimate of Project Cost	Estimated Timeline
Phase I	Construct wells, conduct demonstration testing, collect data	\$1,730,050	2016
Phase II	Construct temporary demonstration facilities for data collection and pipeline connection to recycled water system	\$2,700,790	2017
Phase III	Construct permanent facilities, pipelines, equipment control system and housing	\$4,799,734	2017/2018
Phase IV	Add ASR wells to provide fully operational indirect potable reuse system	\$4,739,370	2018-2019

ENVIRONMENTAL REVIEW:

The attached Environmental Impact Review (EIR) Addendum is for the proposed construction of an ASR injection demonstration well at the Campus Park location to evaluate and demonstrate the feasibility of PRW produced at the City's AWPf that could provide Indirect Potable Reuse (IPR) Water. The GREAT Program EIR (SCH#2003011045) was certified by Resolution No. 12,707 on September 14, 2004. The Addendum was prepared for a change in the location for the GREAT Program ASR demonstration well. The Addendum concluded that there are no additional possible significant adverse environmental effects associated with the approval of a change in the project description that designates a new location of one of the ASR injection demonstration well proposed for Phase II of the GREAT Program.

FINANCIAL IMPACT:

Funding for Phase I, including this agreement, is available in Project 116505 GREAT ASR Wells in the amount of \$1,086,779 from the Water Resources State Grant (Fund 179), and \$643,271 from the Resource Development Fee Fund 603 fund balance. Funding for future phases will come from the Water Resources Development Fees and future recycled water revenue.

Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1
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ATTACHMENTS:

Attachment A - Tabulation of Bids

Attachment B - Registration No. CA DIR - Debarments

Attachment C - Bid Packet

Attachment D - OSHA Report

Attachment E - Subcontractors

Attachment F - References

Attachment G - Certificate of Publication - Public Notice

Attachment H - Staff Report - Council Approval to Bid

Attachment I - Oxnard Campus Park ASR Well Addendum-Signed

Attachment J - Budget Appropriation

JD15-24R-(REBID) ASR Water Well No. 1 - Campus Park Wellfield									
Owner: City of Oxnard									
Bid Opening: 02/03/16									
				* marks an allowance		Pacific Coast Well Drilling, Inc		Hydro Resources - West, Inc.	
						75 Main Street		800 E. Ash Ave.	
						Templeton, CA 93265		Shafter, CA 93265	
						US		US	
						Bidder Status: Valid		Bidder Status: Valid	
						Comment: #1 - Low Bidder			
ASR WELL NO. 1									
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Item Total
1	14	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	1	LS	\$150,000.00	\$150,000.00	\$162,000.00	\$162,000.00	\$162,000.00
2	15	Conductor Casing	1	LS	\$55,000.00	\$55,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	16	Pilot Hole	580	LF	\$78.00	\$45,240.00	\$180.00	\$104,400.00	\$104,400.00
4	17	Geophysical Logging	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00
5	18	Reaming Pilot Bore	570	LF	\$62.00	\$35,340.00	\$180.00	\$102,600.00	\$102,600.00
6	19	Caliper Log	1	LS	\$7,269.00	\$7,269.00	\$5,000.00	\$5,000.00	\$5,000.00
7	20	20-inch Stainless Steel Blank Casing (0.575-inch wall)	360	LF	\$510.00	\$183,600.00	\$500.00	\$180,000.00	\$180,000.00
8	20	20-inch To 18-inch Stainless Steel Casing Reinforce	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00
9	20	18-inch Stainless Steel Blank Casing (0.375-inch wall)	135	LF	\$448.00	\$60,480.00	\$400.00	\$54,000.00	\$54,000.00
10	20	18-inch Stainless Steel Well Screen (0.070 slot)	75	LF	\$255.00	\$19,200.00	\$850.00	\$63,750.00	\$63,750.00
11	20	4-inch Stainless Steel Sounding Pipe and Gravel Foot Tube	1280	LF	\$40.00	\$51,200.00	\$40.00	\$51,200.00	\$51,200.00
12	20	Stainless Steel Entrance Casing 4" x 6"	1	LS	\$14,260.00	\$14,260.00	\$9,000.00	\$9,000.00	\$9,000.00
13	20	Centralizers (12 Sets)	7	EA	\$143.00	\$1,001.00	\$500.00	\$3,500.00	\$3,500.00
14	21	Gravel Pack Envelope	110	LF	\$278.00	\$30,580.00	\$100.00	\$11,000.00	\$11,000.00
15	22	Cement Sundry Seal	460	LF	\$71.00	\$32,660.00	\$85.00	\$39,100.00	\$39,100.00
16	23	Well Alignment	1	LS	\$2,370.00	\$2,370.00	\$4,200.00	\$4,200.00	\$4,200.00
17	24	Swab and Bail Development	10	HR	\$840.00	\$8,400.00	\$1,500.00	\$15,000.00	\$15,000.00
18	24	Swab and Bail Development	3.75	HR	\$9,750.00	\$9,750.00	\$600.00	\$2,250.00	\$2,250.00
19	25	Test Pump Installation and Removal	1	LS	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$15,000.00
20	26	Hydraulic Well Development	32	HR	\$340.00	\$10,880.00	\$450.00	\$14,400.00	\$14,400.00
21	27	Production Testing of Well	32	HR	\$1,000.00	\$32,000.00	\$312.00	\$9,984.00	\$9,984.00
22	28	Disinfection of Well	1	LS	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$2,500.00
23	29	Video Survey	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,000.00
24	30	Wellhead Preparation	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
25	31	Mud and Cuttings Disposal and Site Clean-up	1	LS	\$1,500.00	\$1,500.00	\$40,000.00	\$40,000.00	\$40,000.00
GRAND TOTAL - ASR WELL NO. 1						\$772,910.00		\$934,884.00	

NESTED MONITORING WELL																Pacific Coast Well Drilling, Inc		Hydro Resources - West, Inc.	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total									
1	14	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	1	LS	\$39,000.00	\$39,000.00			\$48,000.00	\$48,000.00									
2	15	Conductor Casing	1	LS	\$14,000.00	\$14,000.00			\$10,000.00	\$10,000.00									
3	16	Pilot Hole	720	LF	\$54.00	\$38,880.00			\$30.00	\$36,000.00									
4	17	Geophysical Logging	1	LS	\$4,500.00	\$4,500.00			\$5,000.00	\$5,000.00									
5	18	10-inch Reaming Pilot Bore	115	LF	\$99.00	\$11,385.00			\$10.00	\$1,100.00									
6	18	12-inch Reaming Pilot Bore	450	LF	\$32.00	\$14,400.00			\$60.00	\$27,000.00									
7	19	Caliper survey	1	LS	\$2,600.00	\$2,600.00			\$6,000.00	\$6,000.00									
8	20	2-inch Schedule 5 Stainless Steel Blank Casing	1455	LF	\$15.00	\$21,825.00			\$40.00	\$58,200.00									
9	20	2-inch Schedule 5 Stainless Steel Well Screen	245	LF	\$51.00	\$12,495.00			\$30.00	\$7,350.00									
10	20	Centralizers (12 Sets)	12	EA	\$143.00	\$1,716.00			\$200.00	\$2,400.00									
11A	21	8-inch Gravel Pack Envelope	85	LF	\$47.00	\$3,995.00			\$100.00	\$8,500.00									
11B	21	10-inch Gravel Pack Envelope	110	LF	\$47.00	\$5,170.00			\$100.00	\$11,000.00									
11C	21	12-inch Gravel Pack Envelope	110	LF	\$47.00	\$5,170.00			\$100.00	\$11,000.00									
12A	22	8-inch Zone Isolation Seal	40	LF	\$31.00	\$1,240.00			\$50.00	\$2,000.00									
12B	22	10-inch Zone Isolation Seal	40	LF	\$31.00	\$1,240.00			\$50.00	\$2,000.00									
12C	22	12-inch Zone Isolation Seal/Sanitary Seal	355	LF	\$31.00	\$11,005.00			\$50.00	\$5,000.00									
13	24	Swab and Bull Development	1	HR	\$2,400.00	\$2,400.00			\$17,750.00	\$17,750.00									
14	24	Air-Jet Development	3	HR	\$650.00	\$1,950.00			\$50.00	\$150.00									
15	26	Sample Pump Development	3	HR	\$2,000.00	\$6,000.00			\$600.00	\$1,800.00									
16	30	Wellhead Preparation	3	LS	\$2,000.00	\$6,000.00			\$2,000.00	\$6,000.00									
17	31	Mud and Cuttings Disposal	1	LS	\$2,500.00	\$2,500.00			\$6,000.00	\$6,000.00									
GRAND TOTAL - NESTED MONITORING WELL						\$393,741.00			\$220,000.00	\$220,000.00									

SINGLE COMPLETION MONITORING WELL													Pacific Coast Well Drilling, Inc				Hydro Resources - West, Inc.			
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	#1	Unit Price	Item Total	#2	Unit Price	Item Total								
1	14	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	1	LS	\$17,000.00	\$17,000.00														
2	15	Conductor Casing	1	LS	\$12,000.00	\$12,000.00														
3	16	Pilot Hole	575	LF	\$48.00	\$27,600.00														
4	17	Geophysical Logging	1	LS	\$4,200.00	\$4,200.00														
5	19	Caliper survey	1	LS	\$2,600.00	\$2,600.00														
6	20	2-inch Schedule 5 Stainless Steel Blank Casing	495	LF	\$14.00	\$6,930.00														
7	20	2-inch Schedule 5 Stainless Steel Well Screen	75	LF	\$46.00	\$3,450.00														
8	20	Centralizers (3 Sets)	3	EA	\$143.00	\$429.00														
9	21	8-inch Gravel Pack Envelope	105	LF	\$30.00	\$3,150.00														
10	22	8-inch Zone Isolation Seal	465	LF	\$10.00	\$4,650.00														
11	24	Swab and Bail Development	0.5	HR	\$2,400.00	\$1,200.00														
12	24	Air-jet Development	1	HR	\$650.00	\$650.00														
13	26	Single Pump Development	1	LS	\$2,200.00	\$2,200.00														
14	30	Wellhead Preparation	1	LS	\$1,800.00	\$1,800.00														
15	31	Mud and Cuttings Disposal	1	LS	\$2,500.00	\$2,500.00														
GRAND TOTAL - SINGLE COMPLETION MONITORING WELL						\$90,359.00														
GRANT TOTAL - TWO (2) SINGLE COMPLETION MONITORING WELLS						180,718.00														
GRANT TOTAL - ASR WELL NO. 1 + NESTED MONITORING WELL + SINGLE COMPLETION MONITORING WELLS						\$1,157,369.00														
BID LIST TOTAL SUBMITTED																				
Total Bid Amount VERIFIED																				
Listed Subs													Pacific Coast Well Drilling, Inc				Hydro Resources - West, Inc.			
													Behrens and Assoc. Inc.				American Pavement Systems			
													13806 Ingwood Ave							
													Hawthorne, CA 90250							
													Fence Factory Rentals				Toro Enterprises			
													P.O. Box 7420				P.O. Box 6285			
													Ventura, CA 93006				Oxnard, CA 93031			
													Sun Hill & Sons, Inc.				Pacific Surveys			
													P.O. Box 5670				4456 Via St. Anbrose			
													Ventura, CA 93005				Claremont, CA 91711			
													Cindy Trump, Inc.				Rain for Rent			
													P.O. Box 385				1301 E. Spring St.			
													La Habra, CA 90631				Long Beach, CA 90806			
																	Noise Control			
																	P.O. Box 81774			
																	Bakersfield, CA 93380			

State of California
Department of Industrial Relations

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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

Contractor License Lookup

Export as: ☒ Excel | ☐ PDF

Search Results
One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	PACIFIC COAST WELL DRILLING, INC.	1000032642	SAN LUIS OBISPO	TEMPLETON	12/08/2015	06/30/2016

v2.20160101

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Contractor's License Detail for License # 927400

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

PACIFIC COAST WELL DRILLING INC

P O BOX 184

TEMPLETON, CA 93465

Business Phone Number:(805) 434-3121

Entity Corporation

Issue Date 01/14/2009

Expire Date **01/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C57 - WELL DRILLING

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100183338

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) DAVIS TYSON RANDAL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 03/09/2015

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 1971147

Effective Date: 08/19/2014

Expire Date: 08/19/2016

Workers' Compensation History

Other

ps://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=927400

2/4/20

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State of California

Department of Industrial Relations

Public Works | DLSE Debarments

 DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
455 Golden Gate Ave., 9th Flr.
San Francisco, CA 94102
415-703-4810
SNakagama@dir.ca.gov

No debarments
for
Prime or subs

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/44 through 3/31/47
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/41 through 3/31/44
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/36 through 3/31/39
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/1/33 through 3/31/37
Fast Demolition, Inc. 601-C East Palomar Street #123	4/1/33 through 3/31/37

Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez. , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision:	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez. , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision:	4/1/24 through 3/31/27
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez. , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision:	4/1/30 through 3/31/33
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez. , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision:	4/1/27 through 3/31/30
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez. , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision:	4/1/21 through 3/31/24
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez. , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision:	4/1/18 through 3/31/21
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761 Decision:	8/6/15 through 8/5/18
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229 Decision:	12/1/15 through 11/30/18
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832 Decision:	9/11/15 through 3/10/17

Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision ☒	4/01/15 through 3/31/18
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual Decision ☒	2/01/15 through 1/31/18
L A Builders, Inc., a California Corporation 15635 Satcoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual Decision ☒	2/01/15 through 1/31/18
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO Decision ☒	4/01/15 through 3/31/18
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership. Decision ☒	4/01/15 through 3/31/18
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision ☒	12/15/14 through 12/14/16
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision ☒	11/3/14 through 11/2/17
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision ☒	11/3/14 through 11/2/15
	11/3/14 thorough 11/2/17

Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision ☒	
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision ☒	8/1/14 through 7/31/17
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision ☒	2/28/14 through 2/27/17
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision ☒	10/14/14 through 10/13/17
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation Decision ☒	8/4/14 through 8/3/17
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision ☒	5/10/14 through 5/9/17
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision ☒	6/1/14 through 4/30/17
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision ☒	3/25/14 through 3/24/17
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision ☒	2/28/14 through 2/27/17
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision ☒	10/31/13 through 10/31/16

Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision ☒	5/15/2013 through 5/15/2014
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision ☒	7/29/12 through 7/29/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision ☒	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision ☒	3/29/12 through 3/28/15
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision ☒	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision ☒	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, Individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision ☒ Addendum ☒	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	7/1/10 through 6/30/13
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision ☒	7/1/10 through 6/30/13
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13
Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision ☒	4/19/10 through 4/18/13
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3/17/13
David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision ☒	3/18/10 through 3/17/13
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404	10/15/09 through 10/14/12

Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision ☒	
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision ☒	8/5/09 through 8/4/12
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision ☒	6/14/09 through 6/13/12
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision ☒	3/16/09 through 3/15/12

Revised March 15, 2016

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CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)
 Per SB 854 All Contractors and Subcontractors MUST Register with the DIR

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - ASR Water Well No. 1- Campus Park Wellfield

BRIEF DESCRIPTION OF PROJECT: ASR Water Well No. 1 -Campus Park Wellfield - Scope of work is to construct, develop, and test a municipal water supply aquifer storage and recovery (ASR) well that will be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified herein. The design production capacity of the well is 3,000 gallons per minute (gpm) with a minimum specific capacity of 50 gallons per minute per foot of drawdown (gpm/ft). In addition, the project will construct one (1) nested monitoring well and two (2) single monitoring wells in discrete aquifer zones.

Specification Number UD15-24R (Rebid) includes 18 pages of bid documents. Plates No. 1,2,3,4,5,6, 7, 8 and 9.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 120 calendar days. Liquidated damages will be assessed at \$2,500.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID

Name Pacific Coast Well Drilling, Inc.
 Physical Address 75 Main St., Templeton, CA 93465
 Mailing Address P.O. Box 184
 City Templeton State CA Zip Code 93465
 Telephone No. (805) 434-5543 Fax No. (805) 434-5570

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The intent of these Contract Documents and Specifications is to construct, develop, and test a municipal water supply aquifer storage and recovery (ASR) well that will be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified herein. The design production capacity of the well is 3,000 gallons per minute (gpm) with a minimum specific capacity of 50 gallons per minute per foot of drawdown (gpm/ft). In addition, the project will construct one (1) nested monitoring well and two (2) single monitoring wells in discrete aquifer zones.

All work shall conform to these Specifications, American Water Works Association Standard A100, Department of Water Resources Bulletin 74-81, Water Well Standards: State of California and supplement Bulletin 74-90 California Well Standards, and Standard Specifications For Public Works Construction, 2012 Edition ("Greenbook").

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

ASR WELL NO. 1

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	14	LS	1	150,000.00 ^{TD} 160,000.00	150,000.00 ^{TD} 160,000.00
2	Conductor Casing	15	LS	1	35,000.00	35,000.00
3	Pilot Hole	16	LF	580	79.00	45,740.00
4	Geophysical Logging	17	LS	1	300.00 ^{TD} 20,000.00	300.00 ^{TD} 20,000.00
5	Reaming Pilot Bore	18	LF	570	62.00	35,340.00
6	Caliper Log	19	LS	1	8,200.00 ^{TD} 8,200.00	8,200.00 ^{TD} 8,200.00
7	20-inch Stainless Steel Blank Casing (0.375-Inch wall)	20	LF	360	570.00 ^{TD} 44.00	193,600.00 ^{TD} 14,640.00
8	20-inch To 18-Inch Stainless Steel Casing Reducer	20	LS	1	10,000.00	10,000.00
9	18-inch Stainless Steel Blank Casing (0.375-inch wall)	20	LF	135	448.00	60,480.00
10	18-inch Stainless Steel Well Screen (0.070 slot)	20	LF	75	256.00	19,200.00
11	4-inch Stainless Steel Sounding Pipe and Gravel Feed Tube	20	LF	1280	40.00 ^{TD}	51,200.00 ^{TD}
12	Stainless Steel Entrance Chute 4" x 6'	20	LS	1	14,260.00	14,260.00
13	Centralizers (12 Sets)	20	EA	7	142.00	1,001.00
14	Gravel Pack Envelope	21	LF	110	278.00	30,580.00
15	Cement Sanitary Seal	22	LF	460	71.00	32,660.00
16	Well Alignment	23	LS	1	2,370.00	2,370.00
17	Swab and Bail Development	24	HR	10	840.00	8,400.00
18	Swab and Airlift Development	24	HR	3.75	2,600.00	9,750.00
19	Test Pump Installation and Removal	25	LS	1	40,000.00	40,000.00
20	Hydraulic Well Development	26	HR	32	340.00	10,880.00
21	Production/Testing of Well	27	HR	32	340.00	10,880.00
22	Disinfection of Well	28	LS	1	1,000.00	1,000.00
23	Video Survey	29	LS	1	1,200.00	1,200.00

L. J. Davis

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Pacific Coast Well Drilling, Inc

ASR WELL NO. 1 (Continued)

24	Wellhead Preparation	30	LS	1	8,000.00	8,000.00
25	Mud and Cuttings Disposal and Site Clean-up	31	LS	1	1,500.00	1,500.00
GRAND TOTAL - ASR WELL NO. 1					\$	772,910 ✓

NESTED MONITORING WELL

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	14	LS	1	39,000.00	\$39,000.00
2	Conductor Casing	15	LS	1	14,000.00	14,000.00
3	Pilot Hole	16	LF	720	54.00	38,880.00
4	Geophysical Logging	17	LS	1	4,500.00	4,500.00
5	10-inch Reaming Pilot Bore	18	LF	115	99.00	11,385.00
6	12-inch Reaming Pilot Bore	18	LF	450	32.00	14,400.00
7	Caliper survey	19	LS	1	2,600.00	2,600.00
8	2-inch Schedule 5 Stainless Steel Blank Casing	20	LF	1455	15.00	21,825.00
9	2-inch Schedule 5 Stainless Steel Well Screen	20	LF	245	51.00	12,495.00
10	Centralizers (12 Sets)	20	EA	12	143.00	1,716.00
11A	8-inch Gravel Pack Envelope	21	LF	85	47.00	3,995.00
11B	10-inch Gravel Pack Envelope	21	LF	110	47.00	5,170.00
11C	12-inch Gravel Pack Envelope	21	LF	110	47.00	5,170.00
12A	8-inch Zone Isolation Seal	22	LF	40	31.00	1,240.00
12B	10-inch Zone Isolation Seal	22	LF	10	31.00	310.00
12C	12-inch Zone Isolation Seal/Sanitary Seal	22	LF	355	31.00	11,005.00
13	Swab and Bail Development	24	HR	1.5	2,400.00	3,600.00
14	Air-jet Development	24	HR	3	650.00	1,950.00
15	Sample Pump Development	26	LS	3	2,000.00	2,000.00
16	Wellhead Preparation	30	LS	1	2,000.00	2,000.00
17	Mud and Cuttings Disposal	31	LS	1	2,500.00	2,500.00
GRAND TOTAL - NESTED MONITORING WELL					\$	199,741.00 ✓

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

\$ 203,741.00 ✓

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

SINGLE COMPLETION MONITORING WELL

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization- The Unit Price Bid For Mobilization and Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.	14	LS	1	17,000.00	\$ 17,000.00
2	Conductor Casing	15	LS	1	12,000.00	12,000.00
3	Pilot Hole	16	LF	575	48.00	27,600.00
4	Geophysical Logging	17	LS	1	4,200.00	4,200.00
5	Caliper survey	19	LS	1	2,600.00	2,600.00
6	2-inch Schedule 5 Stainless Steel Blank Casing	20	LF	495	14.00	6,930.00
7	2-inch Schedule 5 Stainless Steel Well Screen	20	LF	75	46.00	3,450.00
8	Centralizers (3 Sets)	20	EA	3	143.00	429.00
9	8-inch Gravel Pack Envelope	21	LF	105	30.00	3,150.00
10	8-inch Zone Isolation Seal	22	LF	465	10.00	4,650.00
11	Swab and Bail Development	24	HR	0.5	2,400.00	1,200.00
12	Air-jet Development	24	HR	1	650.00	650.00
13	Sample Pump Development	26	LS	1	2,200.00	2,200.00
14	Wellhead Preparation	30	LS	1	1,800.00	1,800.00
15	Mud and Cuttings Disposal	31	LS	1	2,500.00	2,500.00
GRAND TOTAL - SINGLE COMPLETION MONITORING WELL					\$	90,359.00
GRAND TOTAL - TWO (2) SINGLE COMPLETION MONITORING WELLS					\$	180,718.00 ✓
GRAND TOTAL - ASR WELL NO.1 + NESTED MONITORING WELL + 2 SINGLE COMPLETION MONITORING WELLS					\$	1187,560.00

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3B

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL ASR WELL NO. 1: \$ 772,901.00 Verified \$772,910.00_g
 GRAND TOTAL NESTED MONITORING WELL: \$ 199,741.00 \$203,741.00_g
 GRAND TOTAL 2-SINGLE MONITORING WELLS: \$ 180,718.00 ✓
 GRAND TOTAL SUBMITTED (ALL WELLS) - \$ 1,153,360.00 \$1,157,369.00_g

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	June 1, 2015	4	Oct 22, 2015
2	July 9, 2015	5	Nov 16, 2015
3	Aug 27, 2015	6	Dec 3, 2015

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 2/2/16 AT Atascadero, CA

COMPANY NAME Pacific Coast Well Drilling, Inc.

SIGNATURE Tyson R. Davis

TITLE Corporate Officer: President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**



Garcia, Patricia <patricia.garcia@oxnard.org>

Re: Oxnard Bits and Mud Solutions

1 message

tyson davis <tysonrdavis@gmail.com>

To: "Garcia, Patricia" <patricia.garcia@oxnard.org>

Mon, Mar 14, 2016 at 12:01 PM

Cc: Terry Kirsch <terry.kirsch@oxnard.org>, ben quick <benquick@pcwelldrilling.com>, terri <terri@pcwelldrilling.com>, Wes Lockard <wes@pcwelldrilling.com>

Understood. Please proceed.

Sent from Outlook Mobile

From: Garcia, Patricia <patricia.garcia@oxnard.org>

Sent: Monday, March 14, 2016 11:47 AM

Subject: Re: Oxnard Bits and Mud Solutions

To: Tyson <tysonrdavis@gmail.com>

Cc: Terry Kirsch <terry.kirsch@oxnard.org>, ben quick <benquick@pcwelldrilling.com>, terri <terri@pcwelldrilling.com>, Wes Lockard <wes@pcwelldrilling.com>

Tyson,

Yes, if you note on page B-4 of the bid documents, it states " **The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.**" After verifying all unit cost and totals, we find the discrepancy in your grand total of \$1,187,560. We come up with \$1,157,369 for a difference of \$30,191.

On Mon, Mar 14, 2016 at 10:34 AM, Tyson <tysonrdavis@gmail.com> wrote:
Hi Patricia,

Understanding the governing position is the unit price I have to accept the position, however the base price provided is the correct pricing with exception to the clerical unit price error. Are you stating that we are required to absorb the \$30K difference?

Thanks ahead for your time and diligence.

Tyson

Tyson Davis, President

Pacific Coast Well Drilling

PO Box 184

Templton, CA 93485

o 805-434-5543

o 805-703-0746

tyson@pcwelldrilling.com

On Mar 11, 2016, at 11:49 AM, Garcia, Patricia <patricia.garcia@oxnard.org> wrote:

Hi Tyson,

Your email did not mention our concerns with the adjustments to the Bid Schedule of Work and Prices. The grand total verified is \$30,191 different than the grand total you list on pages B-3 through B-4. On B-3A, item #15, for the Nested Monitoring Well, Sample Pump Development, you list \$2,000 for the total and it should be \$6,000, we are accepting the \$4,000 difference as clerical error, which brings the total to the Nested Monitoring Well from \$199,741 to \$203,741. The quantities for the ASR Well No. 1, Nested Monitoring Well, and the Single completion Monitoring Well total \$1,157,369, not the listed \$1,187,560.

Please advise on the \$30,191 difference.

Thank you,

On Wed, Mar 9, 2016 at 4:42 PM, Tyson <tysonrdavis@gmail.com> wrote:

Patricia

Attached is the response to what you have requested. Please let me know you have received this email. Please do not hesitate to contact me with any questions or concerns. We look forward to a successful project.

Thank you,

Tyson Davis, President

Pacific Coast Well Drilling

PO Box 184

Templton, CA 93485

o 805-434-5543

o 805-703-0746

tyson@pcwelldrilling.com

PCWD will use the following bits in order to achieve project requirements.

Bits shall include :

- o 7 7/8" MIT tri-cone
- o 9 7/8" MIT tri-cone

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (Rebid)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.111 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Antenna Energy Services, Inc. Address 918 Mission Rd., Ste C City State ZIP Santa Barbara, CA 93068	Phone (805) 961-4053 Fax (805) 961-4246	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Drill and Grouting Disposal	YES NO If YES list DBE #: Age of Firm (Yrs.)
Name Behrens and Assoc., Inc. Address 13806 Englewood Ave City State ZIP Hawthorne, CA 90250	Phone (310) 663-4516 Fax (310) 331-1588	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☒ < \$15 million ☐ > \$15 million	Sound Barrier	YES NO If YES list DBE #: Age of Firm (Yrs.)
Name Concrete Pumping Address 3401 Grandview St. City State ZIP Newbury Park, CA 91319	Phone (805) 446-5736 Fax (805) 446-7019	☒ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Concrete Pumping	YES NO If YES list DBE #: Age of Firm (Yrs.)
Name Fence Factory Rentals Address P.O. Box 7426 City State ZIP Ventura, CA 93006	Phone (805) 644-4617 Fax (805) 644-0307	☐ < \$1 million ☒ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Security Fence / Restrooms	YES NO If YES list DBE #: Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

B-6-1

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (Rebid)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Mejers Drilling	Phone (805) 441-3649	☒ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Foundation Drilling	YES NO If YES list DBE #:
Address P.O. Box 742 City State ZIP	Fax (805) 772-3257			Age of Firm (Yrs.)
Name Morro Bay, CA 93443	Phone (805) 644-6278	☒ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million	Under ground utilities	YES NO If YES list DBE #:
Address P.O. Box 5670 City State ZIP	Fax (805) 644-3813			Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million		YES NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	☐ < \$1 million ☐ < \$5 million ☐ < \$10 million ☐ < \$15 million ☐ > \$15 million		YES NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				

Distribution: 1) Original - Local Agency File

B-6-2

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Pacific Coast Well Drilling, Inc

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X

2. If yes, explain the circumstances.

Tyson R. Davis

SIGNATURE OF BIDDER

Tyson R. Davis

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BIDDER'S AFFIDAVIT

PROJECT ASR Water Well No. 1 - Campus Park Wellfield (UD15-24R)
Rebid

I depose and say that I am Tyson R. Davis, President
(Print or type name and title)
 of Pacific Coast Well Drilling, Inc.
(Name of Company)
P.O. Box 184 Templeton, CA 93465
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 71-1044500

**A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE & DIR REGISTRATION
NUMBER REQUIRED TO BID:**

Contractor's License No. 927400 FED TAX I.D. # 71-1044500

Classification: C-57 / A

Contractor's License Expiration Date: 1-31-2017 DIR Registration Number: 1000032642

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 00-362-9338

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 2/2/14 at Atascadero, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

Tyson R. Davis
SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

BID BOND

Attached/Enclosed

NOTE: A bid bond is not necessary when cash or a certified or cashier's check (payable to the City of Oxnard) accompanies the bid; and this bond may be submitted by means of a separate document)

The Principal (Contractor) and undersigned Surety doing business as:

CONTRACTOR'S NAME:

STREET ADDRESS:

CITY, STATE AND ZIP CODE:

SURETY'S NAME:

STREET ADDRESS:

CITY, STATE AND ZIP CODE:

Acknowledges that they are jointly and severally bound to the City of Oxnard for _____ Dollars, to be paid to said City if the bid is accepted and the proposed contract awarded to the Principal, and the Principal shall fail to execute the contract within the time specified by the general instructions in the specification, and to furnish the required insurance, performance and payment bonds; otherwise this obligation to be void. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

DATED: _____ at _____, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(SIGNATURE OF SURETY COMPANY OFFICIAL)

(TITLE)

**SURETY'S
CORPORATE
SEAL**

(SIGNATURE OF CONTRACTOR REPRESENTATIVE)
(OWNER, PARTNER OR CORPORATE OFFICIAL)

(TITLE)

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)
BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS				
Standard Bidder Questions (applies to all bids)			Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0? <i>See B-9</i>	X		
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.			X
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.			X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.			X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.			X
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.			X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.			X
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.			X
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.			X
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.			X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. <i>See B-7</i>	X		
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.			X
13	Is Bidder and all listed Subcontractors registered with State of CA DIR per SB 854 <i>See B-5</i>	X		

Contractor Officer's Signature: *President*

Title

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid



P.O. Box 184, Templeton, California 93465-0184
Ph (805) 434-5543 - Fax (805) 434-5570

Drill – Construct – Develop – Test

Lic. #927400

February 10, 2016

City of Oxnard
Purchasing and Risk Management
300 West Third Street
Oxnard, CA 93030

Attention: Patricia Garcia

RE: ASR Water Well No. UD15-24R Bid

Hello Patricia,

Pacific Coast Well Drilling, Inc. was under the impression the City of Oxnard was requesting confirmation that the drilling contractor had never received a "Serious" violation from OSHA. Please accept our apologies for this misunderstanding. Our company did have an incident, which resulted as a "General" violation.

Should you need further information, please don't hesitate to contact me at (805) 703-0746. Thank you for your time and consideration.

Respectfully,

Tyson Davis - President
PACIFIC COAST WELL DRILLING, INC.



General Services Contract Procurement
 Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
 (805) 385-7821 - Fax (805) 385-8360

June 1, 2015

ADDENDUM NO. 1
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 - CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: JUNE 24, 2015

BID OPEN DATE MOVED TO: JULY 8, 2015

TO ALL BIDDERS OF RECORD - MANDATORY PRE-BID DATE CHANGED
AND BID OPEN DATE CHANGED

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:

1. The Mandatory Pre-Bid Meeting Scheduled for Wednesday, June 3, 2015 @ 9:30 a.m. -- **IS CANCELED. -- THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO: WEDNESDAY, JUNE 17, 2015 @ 10:30 A.M.**

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers

The Bid Open/Due Date is CHANGED to JULY 8, 2015

No change in time and location to submit bid package

Addendum No. 1
 Specification No. UD15-24R (Rebid)
 ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. One (1) page of text

Addendum No. Received: Date: June 1, 2015

Pacific Coast Well Drilling, Inc.
 Company


 Authorized Signature

Tyson R. Davis, President
 Name and Title, Typed

P.O. Box 184
 Address of Company

Templeton CA 93465-0184
 City State Zip Code

(805) 434-5543
 Telephone Number, including Area Code



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

N.5.c

June 9, 2015

ADDENDUM NO. 2
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 -CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015~~ JULY 8, 2015
BID OPEN DATE MOVED TO: SEPTEMBER 16, 2015

TO ALL BIDDERS OF RECORD - MANDATORY PRE-BID DATE CHANGED
AND BID OPEN DATE CHANGED

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

- A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:
1. The Mandatory Pre-Bid Meeting Scheduled WITH ISSUANCE OF ADDENDUM #1 for Wednesday, JULY 8, 2015 @ 10:30 a.m. - **IS CANCELED. --THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO: WEDNESDAY, SEPTEMBER 2, 2015 @ 9:30 A.M.**
Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers

The Bid Open/Due Date is CHANGED to SEPTEMBER 16, 2015

No change in time and location to submit bid package

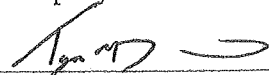
Addendum No. 2
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. One (1) page of text

Addendum No. Received: Date: June 9, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, including Area Code



August 27, 2015

ADDENDUM NO. 3

SPECIFICATION NO. UD15-24R (Rebid)

ASR WATER WELL NO. 1 – CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015/ JULY 8, 2015/ September 16, 2015~~

BID OPEN DATE MOVED TO: DECEMBER 2, 2015 – Changed by Add.#3

TO ALL BIDDERS OF RECORD – PER THIS ADDENDUM #3 –

MANDATORY PRE-BID DATE CHANGED TO: OCTOBER 28, 2015 @ 9:30 A.M.

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
 Followed by Site Visit

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

- 1) The following changes/corrections/additions are made to Instructions to Bidders -Notice is given to all prospective Bidders and Plan Holders:
 - a) **THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO: OCTOBER 28, 2015 @ 9:30 a.m.**
 - b) **THE BID OPEN/DUE DATE IS CHANGED TO: DECEMBER 2, 2015**

Addendum No. 3

Specification No. UD15-24R (Rebid)

ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 3 consisting of the following:

1. One (1) page of text

Addendum No. 3 Received: Date: August 27, 2015

Pacific Coast Well Drilling, Inc.

Company


 Authorized Signature

Tyson R. Davis, President
 Name and Title, Typed

P.O. Box 184

Address of Company

Templeton

City

CA 93465-0184

State Zip Code

(805) 434-5543

Telephone Number, Including Area Code



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

N.5.c

October 22, 2015

ADDENDUM NO. 4
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 - CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015/ JULY 8, 2015/ SEPTEMBER 16, 2015/~~
DECEMBER 2, 2015

BID OPEN DATE MOVED TO: - Changed by Add.#4-DECEMBER 16, 2015

TO ALL BIDDERS OF RECORD - PER THIS ADDENDUM #4 -
MANDATORY PRE-BID DATE CHANGED TO: DECEMBER 2, 2015 @
9:30 A.M.

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
Followed by Site Visit

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

- 1) The following changes/corrections/additions are made to Instructions to Bidders - Notice is given to all prospective Bidders and Plan Holders:
 - a) **THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO:**
DECEMBER 2, 2015 @ 9:30 a.m.
 - b) **THE BID OPEN/DUE DATE IS CHANGED TO: DECEMBER 16, 2015**

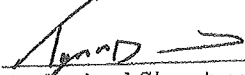
Addendum No. 4
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 4 consisting of the following:

1. One (1) page of text

Addendum No. 3 Received: Date: October 22, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, Including Area Code



General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

November 16, 2015

ADDENDUM NO. 5
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 - CAMPUS PARK WELLFIELD

SCHEDULED BID OPENING DATE: ~~JUNE 24, 2015 / JULY 8, 2015 / SEPTEMBER 16, 2015 /~~
~~DECEMBER 2, 2015 / December 16, 2015~~

BID OPEN DATE MOVED TO: - Changed by Add.#5-FEBRUARY 3, 2016

TO ALL BIDDERS OF RECORD - PER THIS ADDENDUM #5 -
MANDATORY PRE-BID DATE CHANGED TO: JANUARY 13, 2016 @
10:30 A.M.

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
Followed by Site Visit

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

- 1) The following changes/corrections/additions are made to Instructions to Bidders -Notice is given to all prospective Bidders and Plan Holders:
 - a) THE MANDATORY PRE-BID MEETING DATE IS CHANGED TO:
JANUARY 13, 2016 @ 10:30 a.m.
 - b) THE BID OPEN/DUE DATE IS CHANGED TO: FEBRUARY 3, 2016

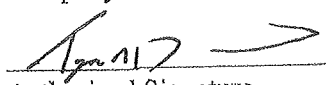
Addendum No. 5
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

The undersigned hereby acknowledges receipt of Addendum No. 5 consisting of the following:

1. One (1) page of text

Addendum No. 3 Received: Date: November 16, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, including Area Code



General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
(805) 385-7821 – Fax (805) 385-8360

N.5.c

December 3, 2015

A COMPLETE COPY OF THIS ADDENDUM #6 AND ALL ATTACHMENTS WILL BE PROVIDED TO ALL ATTENDEES OF THE MANDATORY PRE-BID MEETING ON JANUARY 13, 2016 @ 10:30

**ADDENDUM NO. 6
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 – CAMPUS PARK WELLFIELD**

BID OPEN DATE MOVED TO: –FEBRUARY 3, 2016 (Changed by Add.#5)

**TO ALL BIDDERS OF RECORD –MANDATORY PRE-BID DATE CHANGED
TO: JANUARY 13, 2016 @ 10:30 A.M. (Changed by ADDENDUM #5)**

Location unchanged: Civic Center, 305 W. 3rd St., City Council Chambers;
Followed by Site Visit

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Technical Specifications:

The following Federal Aviation Administration studies are provided and incorporated into this specification:

1. Aeronautical Study Numbers. 2015-AWP-7823-OE- Well 1; 2015-AWP-7822-OE- Well 2; 2015-AWP-7820-OE- Well 3; and 2015-AWP-7813-OE- Drilling Rig 60' tall crane. Copies are included with this Addendum.
2. Advisory Circular – AC 70/7460-1 K, Obstruction Marking and Lighting. Copy is included with this Addendum.

B. The following changes/corrections/additions are made to the Drawings/Plans/Standard Plates:

1. REVISED - Plate 1 –Project Location Map; REVISED –Plate 2 – Well Site Location Map are included with this Addendum.
2. REVISED - Proposed Well Field Site Plan is included with this Addendum.

Addendum No. 6
Specification No. UD15-24R (Rebid)
ASR WATER WELL NO. 1-CAMPUS PARK WELLFIELD

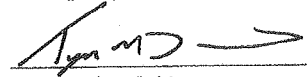
The undersigned hereby acknowledges receipt of Addendum No. 6 consisting of the following:

1. Two (2) pages of text
 2. Aeronautical Studies - 4 each - 17 pages
 3. Plates #1 & #2 - 2 pages
 4. Proposed Well field Site Plan -1 page
 5. Advisory Circular AC 70/7460-1K - 64 pages
- (A complete copy of this document will be posted separately on the Project web site at www.Cybercopyreprographics.com)

*A Final Hydrogeological Report is Posted on the Project Cybercopy web site as well.

Addendum No. 6 Received: Date: December 3, 2015

Pacific Coast Well Drilling, Inc.
Company


Authorized Signature

Tyson R. Davis, President
Name and Title, Typed

P.O. Box 184
Address of Company

Templeton CA 93465-0184
City State Zip Code

(805) 434-5543
Telephone Number, including Area Code



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-AWP-7823-OE

N.5.c

Issued Date: 08/14/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 40' tall drill rig Mon. Well 1
Location:	Oxnard, CA
Latitude:	34-11-55.33N NAD 83
Longitude:	119-11-26.77W
Heights:	47 feet site elevation (SE)
	40 feet above ground level (AGL)
	87 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:
As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K. Change 2, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked), 4, 5(Red), & 12.

See attachment for additional condition(s) or information.

It is required that the manager of OXNARD, (805) 382-3024 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of OXNARD ATCT @ 805 984-2014 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally, please provide contact information for the onsite operator in the event that Air Traffic Control requires the temporary structure to be lowered immediately.

Any height exceeding 40 feet above ground level (87 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 02/14/2017 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION

OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-AWP-7823-OE

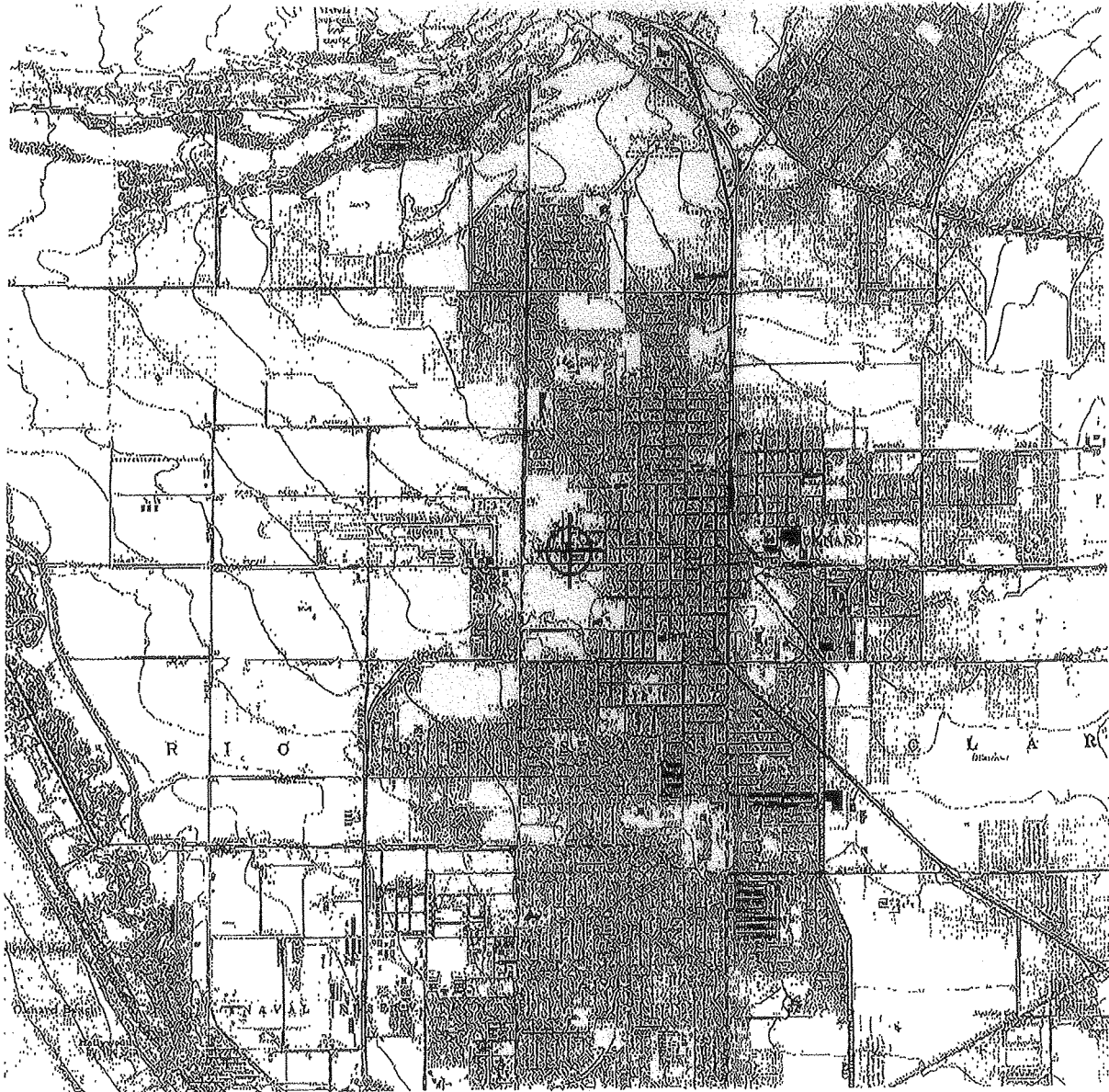
Signature Control No: 259267802-260855650
Karen McDonald
Specialist

(TMP)

Attachment(s)
Additional Information
Case Description
Map(s)

77.19(d) *OXR[EXISTING][NASR] - RWY 25[EXISTING][NASR]: Approach Surface ---> Exceeds by 7 ft.

40' tall drill rig





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study NO.
2015-AWP-7822-OE

N.5.c

Issued Date: 08/14/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 40' tall drill rig Mon. Well 2
Location:	Oxnard, CA
Latitude:	34-11-54.69N NAD 83
Longitude:	119-11-17.10W
Heights:	47 feet site elevation (SE) 40 feet above ground level (AGL) 87 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

Any height exceeding 40 feet above ground level (87 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 02/14/2017 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-AWP-7822-OE

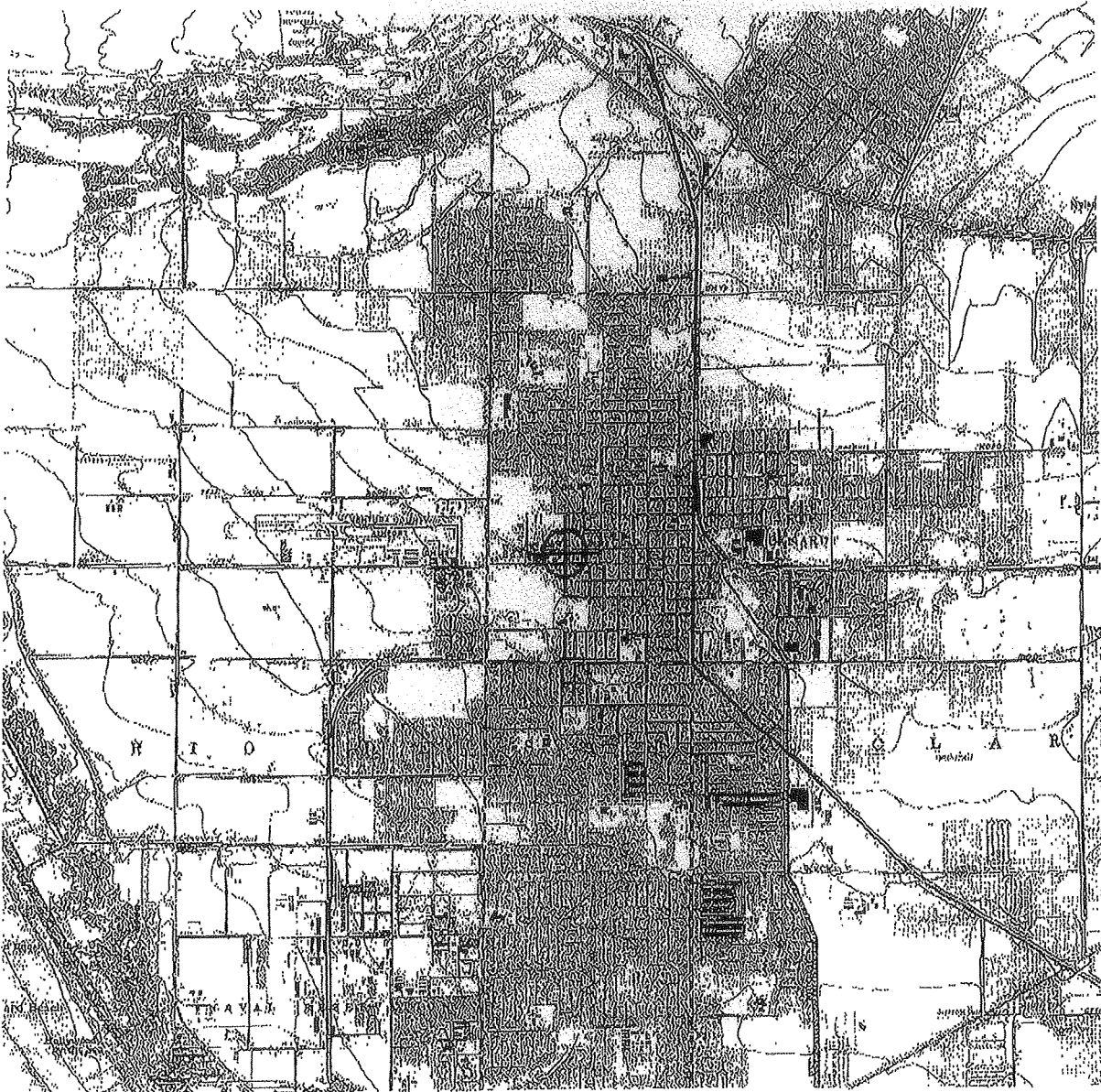
Signature Control No: 259267510-260854647

(TMP)

Karen McDonald
Specialist

Attachment(s)
Case Description
Map(s)

40' tall drill rig





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-AWP-7820-OE

N.5.c

Issued Date: 09/17/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 40' tall drill rig Mon. Well 3
Location:	Oxnard, CA
Latitude:	34-12-05.11N NAD 83
Longitude:	119-11-16.89W
Heights:	47 feet site elevation (SE) 40 feet above ground level (AGL) 87 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 03/17/2017 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

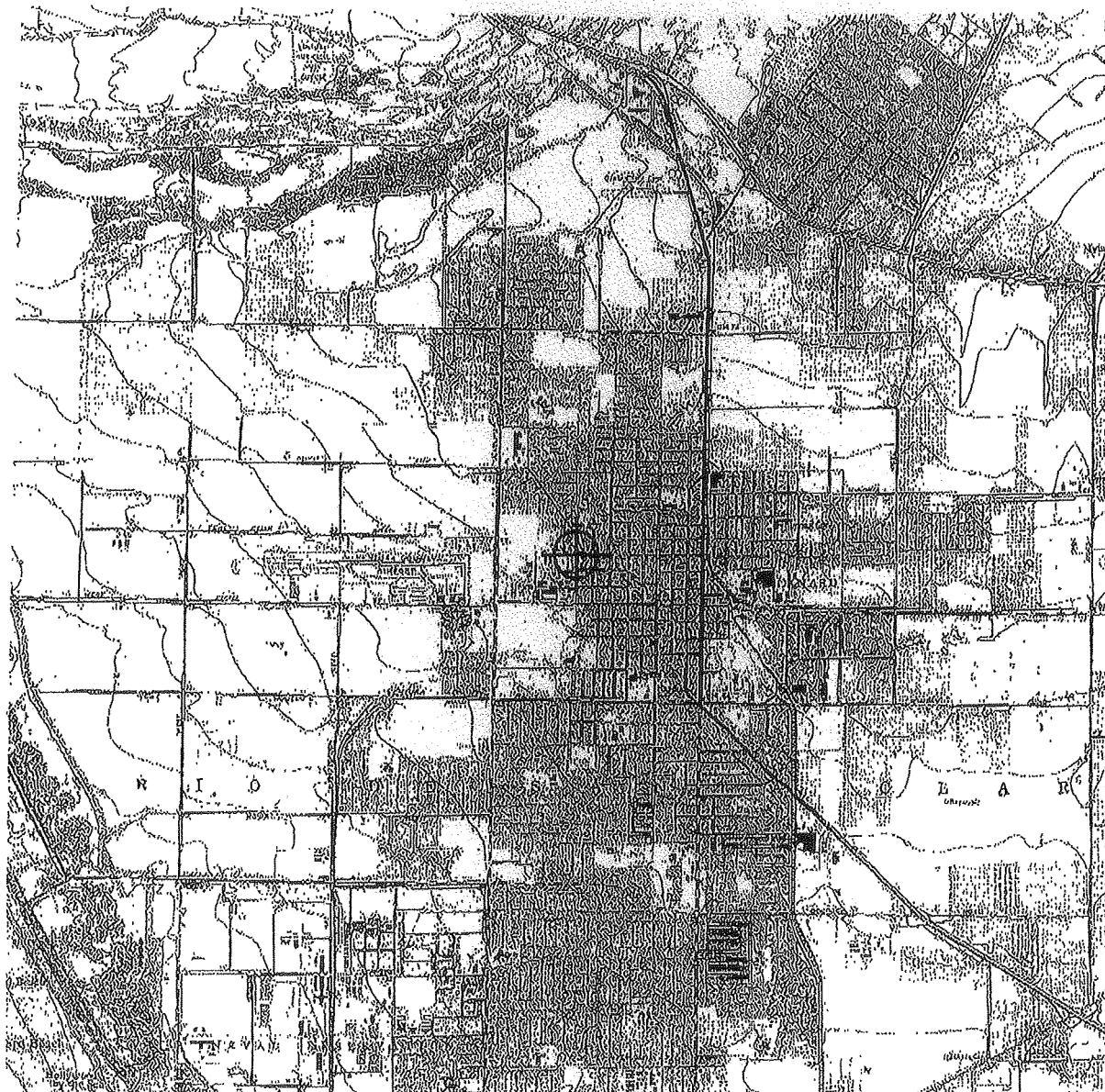
A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-AWP-7820-OE

Signature Control No: 259267425-266016964
Karen McDonald
Specialist

(TMP)

Attachment(s)
Map(s)





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-AWP-7813-OE

N.5.c

Issued Date: 11/16/2015

Terry Kirsch
City of Oxnard
305 W. Third Street
2nd Floor, East Wing
Oxnard, CA 93030

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig 60' tall crane
Location:	Oxnard, CA
Latitude:	34-11-55.58N NAD 83
Longitude:	119-11-25.34W
Heights:	47 feet site elevation (SE) 60 feet above ground level (AGL) 107 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:
As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked),4,5(Red),&12.

See attachment for additional condition(s) or information.

It is required that the FAA be notified at least 5 business days prior to the temporary structure being erected and again when the structure is removed from the site. Notification should be made to this office during our core business hours (Monday through Friday, 9:00 a.m. to 3:00 p.m.) via telephone at PAUL HOLMQUIST @ 425 227-2625 or KAREN MCDONALD @ 310 725-6557. Notification is necessary so that aeronautical procedures can be temporarily modified to accommodate the structure. Voicemail messages are not acceptable notice.

NOTIFICATION IS REQUIRED AGAIN VIA TELEPHONE AT PAUL HOLMQUIST @ 425 227-2625 or KAREN MCDONALD @ 310 725-6557 WHEN THE TEMPORARY STRUCTURE IS REMOVED FROM THE SITE FOR NOTICE TO AIRMAN (NOTAM) CANCELLATION.

It is required that the manager of OXNARD, (805) 382-3024 be notified at least 5 business days prior to the temporary structure being erected and again when the structure is removed from the site.

It is required that the manager of OXNARD ATCT @ 805 382-1570 be notified at least 5 business days prior to the temporary structure being erected and again when the structure is removed from the site. Additionally,

Please provide contact information for the onsite operator in the event that an Air Traffic Control requires the temporary structure to be lowered immediately.

Any height exceeding 60 feet above ground level (107 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 08/16/2016 unless extended, revised, or terminated by the issuing office.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed within 5 days after the temporary structure is dismantled.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination did not include an evaluation of the permanent structure associated with the use of this temporary structure. If the permanent structure will exceed Title 14 of the Code of Federal Regulations, part 77.9, a separate aeronautical study and FAA determination is required.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877)487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

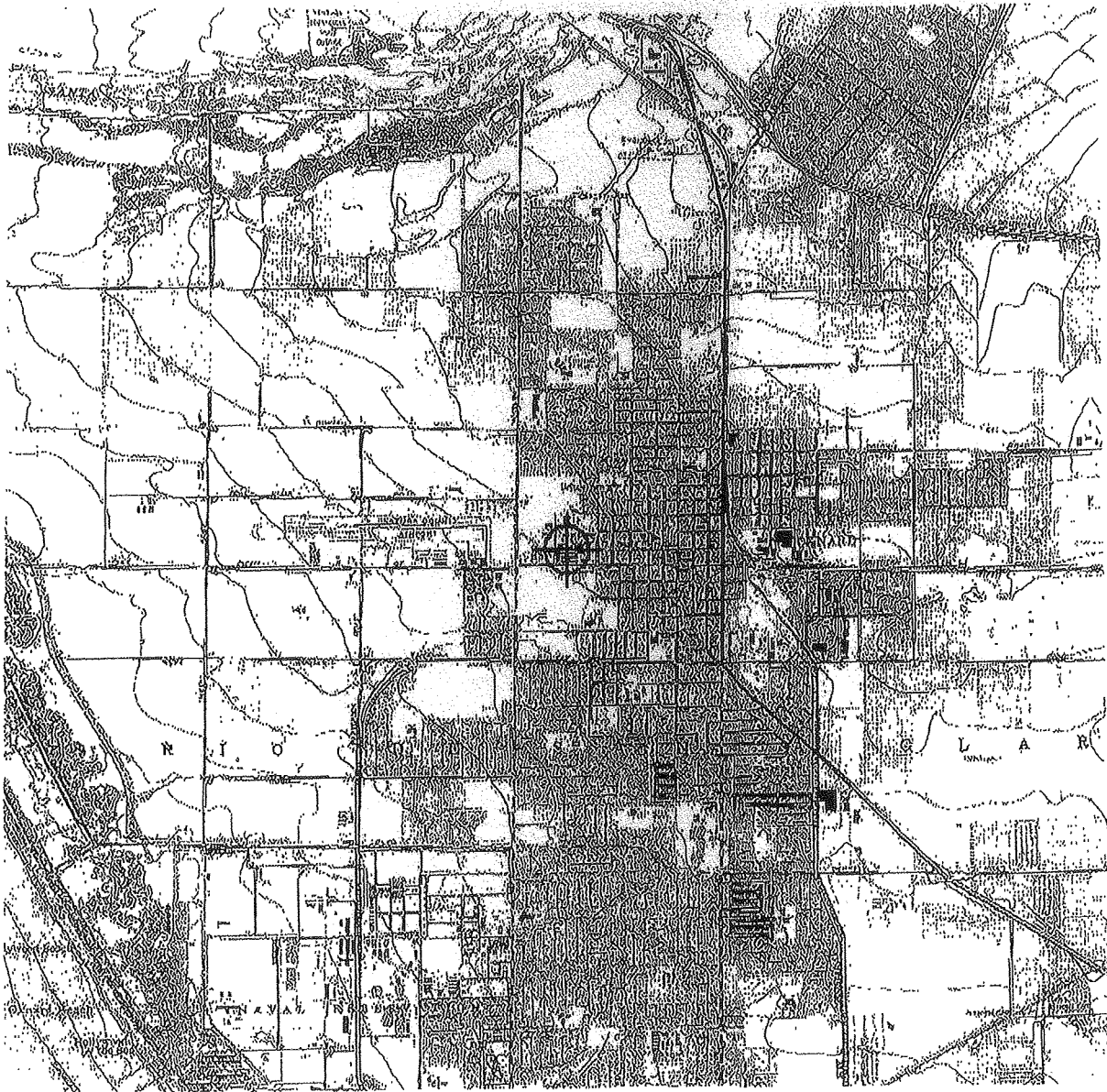
If you have any questions, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-A WP-7813-OE

Signature Control No: 259241712-272897927
Karen McDonald
Specialist

(TMP)

Additional Information
Map(s)

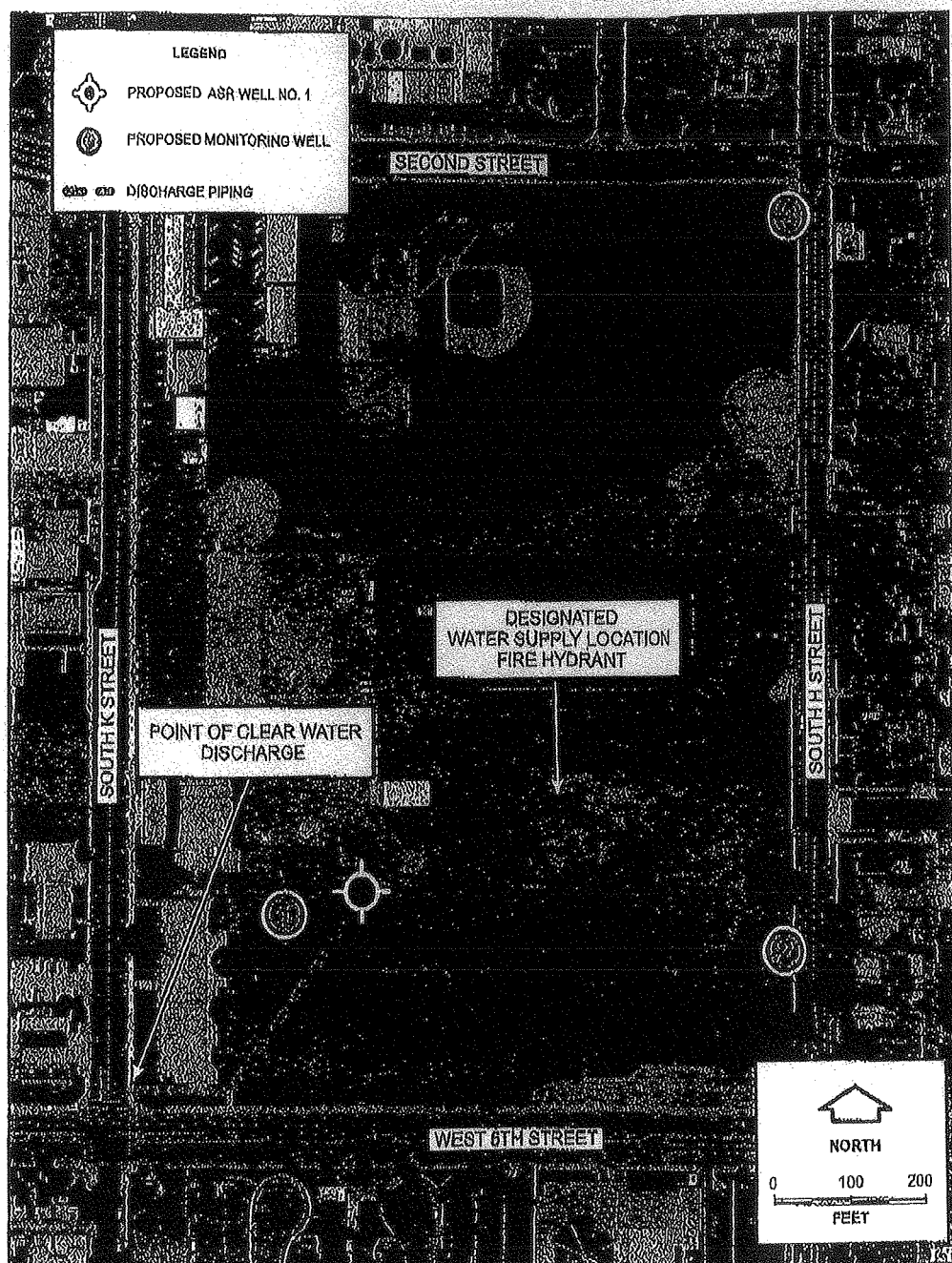
AT 107 AMSL, Oxnard, CA Oxnard (OXR) Obstacle penetrates Rwy 7 Initial Climb Area (ICA) 9 feet.
Qualifies as Low-close-In penetration with climb gradient termination altitude 200 feet or less above DER,
requiring Take-Off Minimum and (Obstacle) Departure Procedures, Note Rwy 7





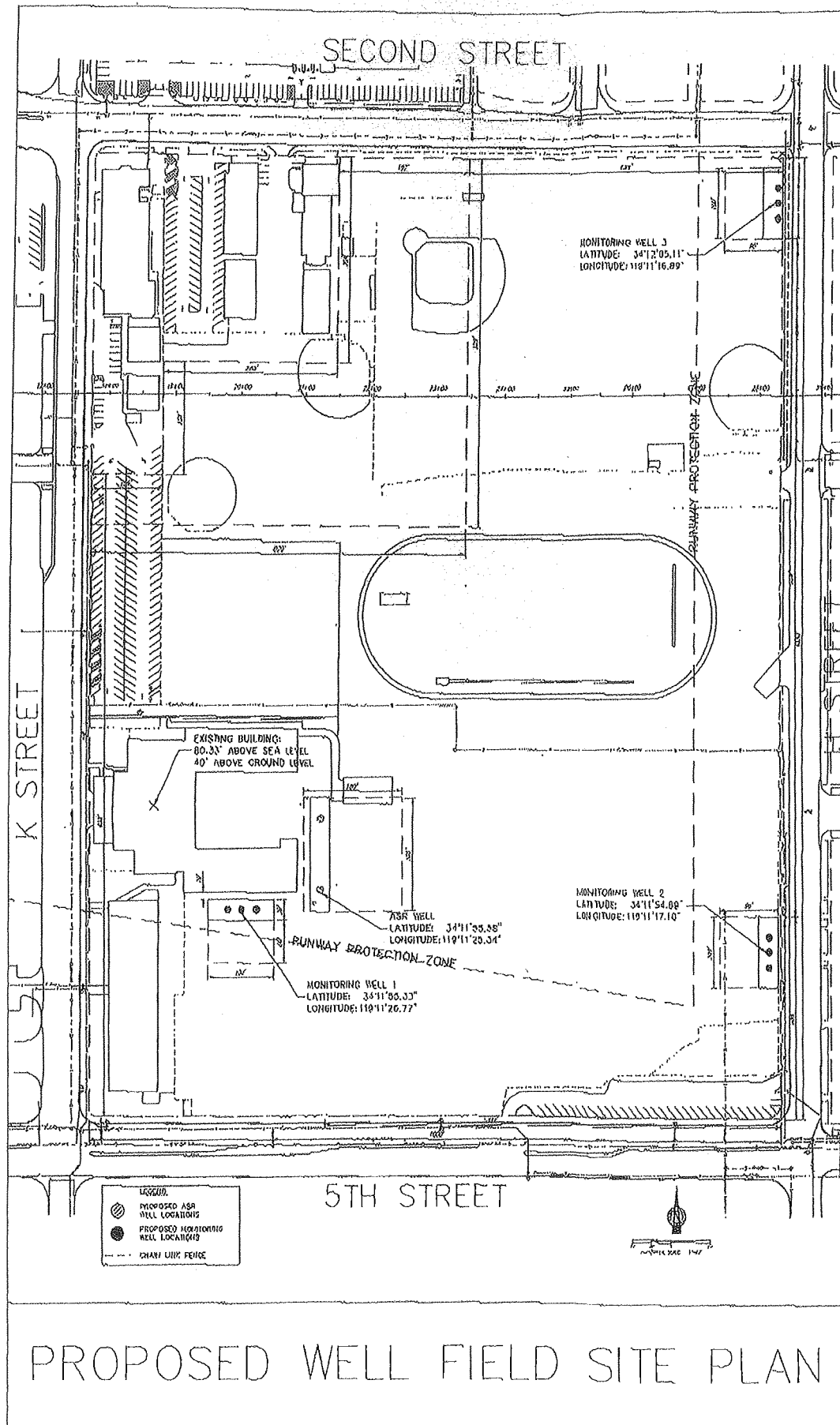
PROJECT LOCATION MAP
Campus Park Groundwater
Replenishment and Reuse Project
ASR Well No. 1 Construction Project
Oxnard, California

PLATE 1



WELL SITE LOCATION MAP
Campus Park Groundwater
Replenishment and Reuse Project
ASR Well No. 1 Construction Project
Oxnard, California

PLATE 2



Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.ci.oxnard.ca.us



January 21, 2016

ADDENDUM # 7
SPECIFICATION NO. UD15-24R (Rebid)
ASR WATER WELL NO. 1 – CAMPUS PARK WELLFIELD
BID OPEN DATE: FEBRUARY 3, 2016

To All Bidders of Record:

Acknowledge receipt of this addendum by enclosing one signed copy of this addendum with your bid document. Failure to do so may subject bidder to disqualification. This addendum form is part of the bid documents. It modifies them as follows:

1. In the original bid packet, the only required license was a C-57, Well Drillers License. Is the Class A license only needed because of the modification in scope that may include intersecting the storm drain under the sidewalk?

Yes, class A is required for the work that connects the discharge line to the catch basin.

2. a) If a subcontractor with a Class A license is used to do the storm drain intersection, does the drilling contractor need to have a Class A license?

No

- b) This would allow the drilling companies to meet the requirement, even if the drilling company only has C-57 drilling license (which is common).

Yes, C-57 is 99% of the work.

3. After viewing the site on January 13, 2016, has it been determined if the discharge pipe to the storm drain can be run over the top of the sidewalk, and the sidewalk closed off or diverted around the storm drain? This would eliminate the need to dig under the sidewalk and enter into the side of the storm drain wall.

Discharge connection to catch basin on K Street must be per the design provided and **NOT** run over the sidewalk. (Copy of design attached: 2016-01-13_ASR_Catch basin.Rev1.)

4. On the mandatory job walk, it was discussed that there will be an addendum resolving a ream depth correction of 115' -- when can we expect that to be sent out?

Ream depth is correct on Plate 3 and Sheet B-3A bid item 5 (see marked up attachment DOC012116).

5. In section 11 of the specs, it states that a 10-day wait time for the final well design and on the job walk it was discussed that it will take 4 calendar days, which will it be?

Wait time for final design, 4 business days.

6. When constructing the monitoring wells, will it be acceptable to work 24 hours?

Contractor may work 24 hours a day but must comply with City Noise Ordinance. Method for compliance is up to the Contractor.

7. Will an addendum be provided that includes the discharge location at the street? During the job walk, there was discussion of changing or modifying the location.

Discharge location for connection to storm drain per attached 2016-01-13_ASR_Catch basin.Rev1.

8. After next addendum(s), will there be a period given for questions regarding addendums provided?

No.

9. 1000-21 -- Specifications suggest that the Contractor shall perform a Community Outreach program. Will the City of Oxnard provide an appropriate letter for this program? Most likely, the Contractor will not be from the City, and therefore not familiar with or able to answer questions related to City objectives or purpose of work. Could it be more appropriate to request the City perform the community outreach with local City neighbors?

Outreach is the responsibility of the Contractor. Door hangers, signs, etc., must include name of company, phone number and contact.

10. Roscoe Moss has quoted a wire wrap screen that meets the collapse strength specified, but with a .183" x .370" wire, will this be acceptable?

Mesh strength is addressed in the attached addendum.

11. For the monitoring wells, will a drill rig of 43' tall be able to perform the work?

43' rig is **NOT** approved for monitoring wells. (40' was approved by the FAA for work in the Protected Zone of the airport).

12. For the ASR well, will a drill rig of 67' tall be able to perform the work?

67' rig is **NOT** approved for ASR well. (60' was approved by the FAA for work in the Protected Zone of the airport).

13. Correction on Page F39 is as follows: "The Engineering Geologist will provide final well design details to the Contractor within 4 business days of receiving the geophysical log of the pilot borehole."

14. Correction on Page F41 is as follows: "4. 18-Inch Nominal Diameter Stainless Steel Screen: The 18-inch nominal diameter well screen shall be Type 304, stainless steel continuous wire wrap screen of the type manufactured by Roscoe Moss Company, Johnson Screens, or approved equal, with a 0.070-inch slot between the surface wires. The wrap wire shall have a minimum height (altitude) of 0.370 inches and a minimum width of 0.183 inches. The screen shall have a minimum of 72 vertical rods and the rods shall have a minimum diameter of 0.250 inches that provides a minimum cross sectional area of 3.53 square inches. The well screen design shall provide a minimum collapse strength of 243 pounds per square inch (psi) and a minimum safe hanging weight of 37,090 pounds. Screen sections shall be manufactured complete with stainless steel weld rings having a minimum 0.375-inch wall thickness attached at each end and a stainless steel collar for lifting and connection of each joint. The bottom of the screen section shall be fitted with a tapered or rounded end cap manufactured of the same material as the well screen. **The Contractor shall submit the well screen manufacturer's specifications to the City with its bid.**"

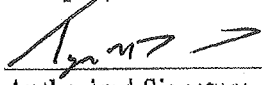
15. Addition on Page F48 after the last sentence shown below: "Transportation and storage of gravel will be conducted using super sacks. Bulk delivery will not be allowed."

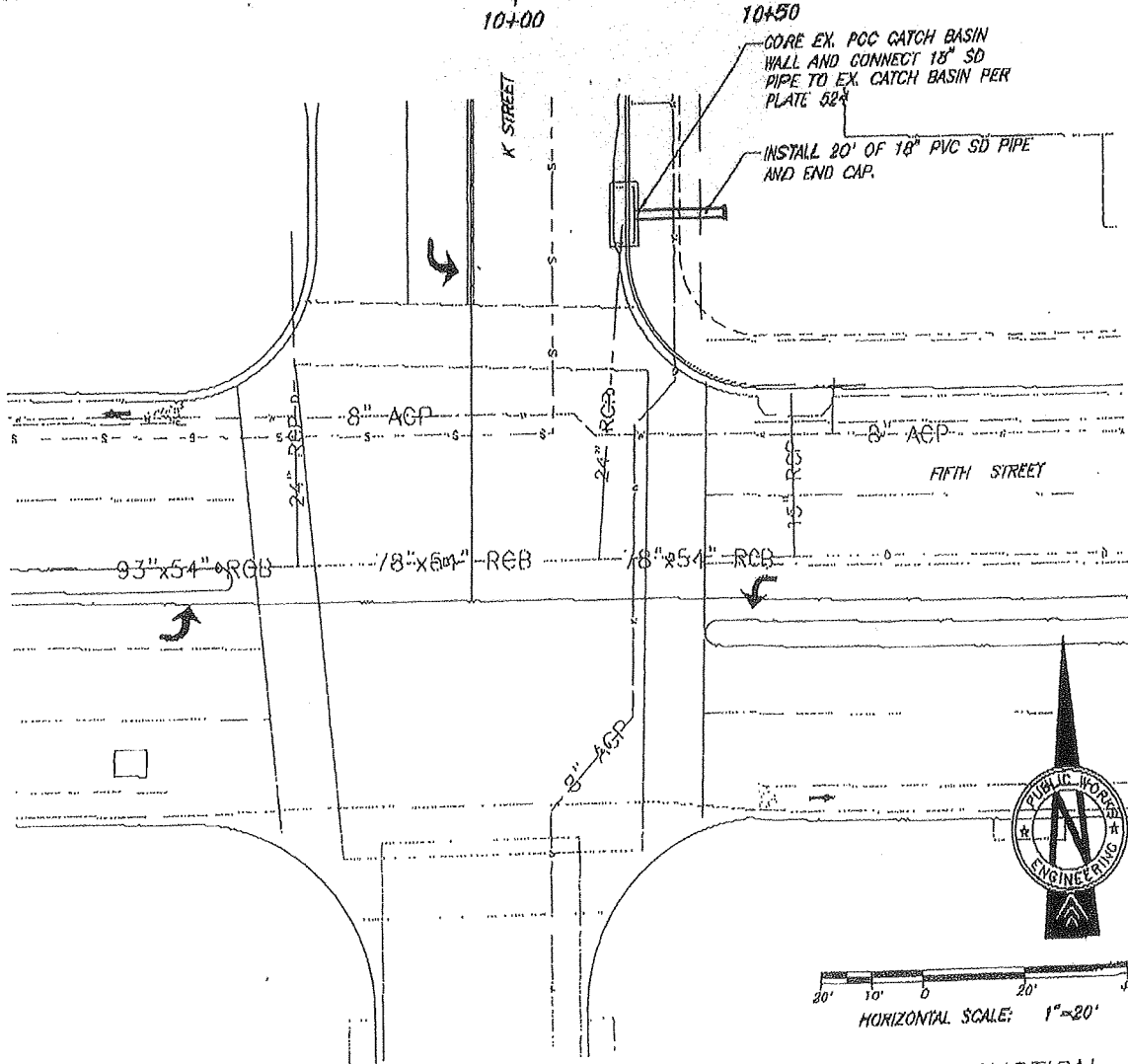
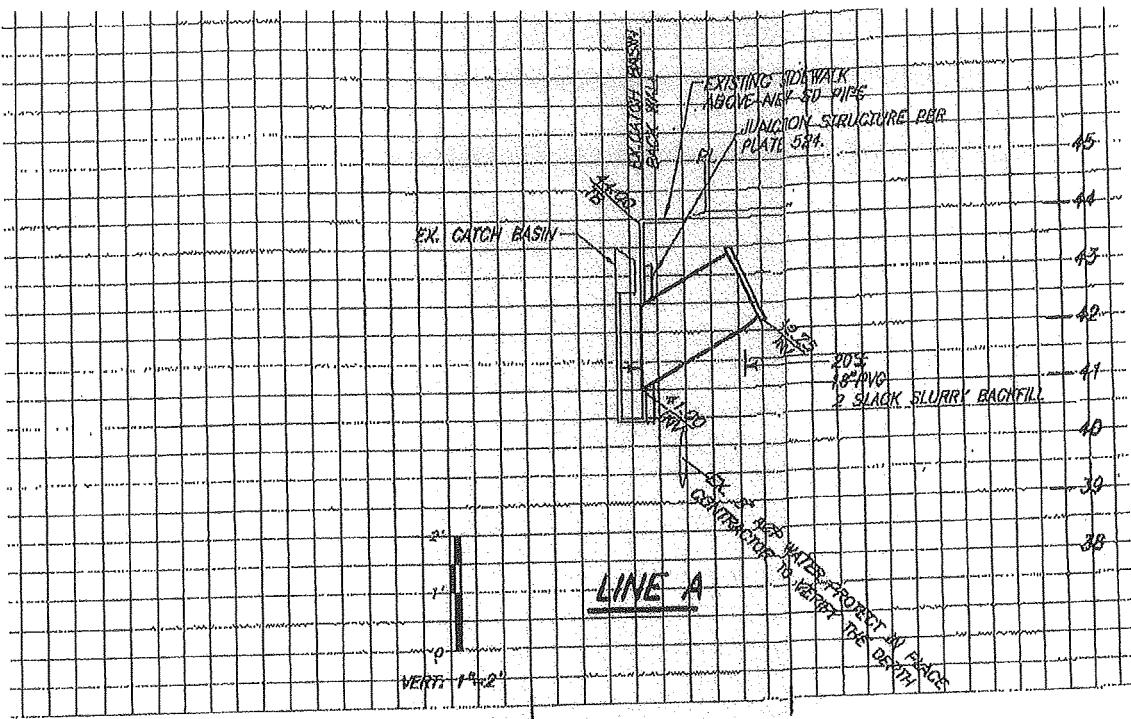
After completion of gravel pack installation and settlement to the specified design depth, a 5-foot layer of fine sand shall be placed in the annular space and serve to prevent cement intrusion into the gravel envelop around the wells screen. The preliminary design depths of the fine sand layer are shown on Plate 5A – Gravel Pack Sand Seal. The fine sand material shall

be of the type manufactured by Premier Silica, Comex Lapis Lustre, or approved equal, and conform to a 20 x 40 gradation.

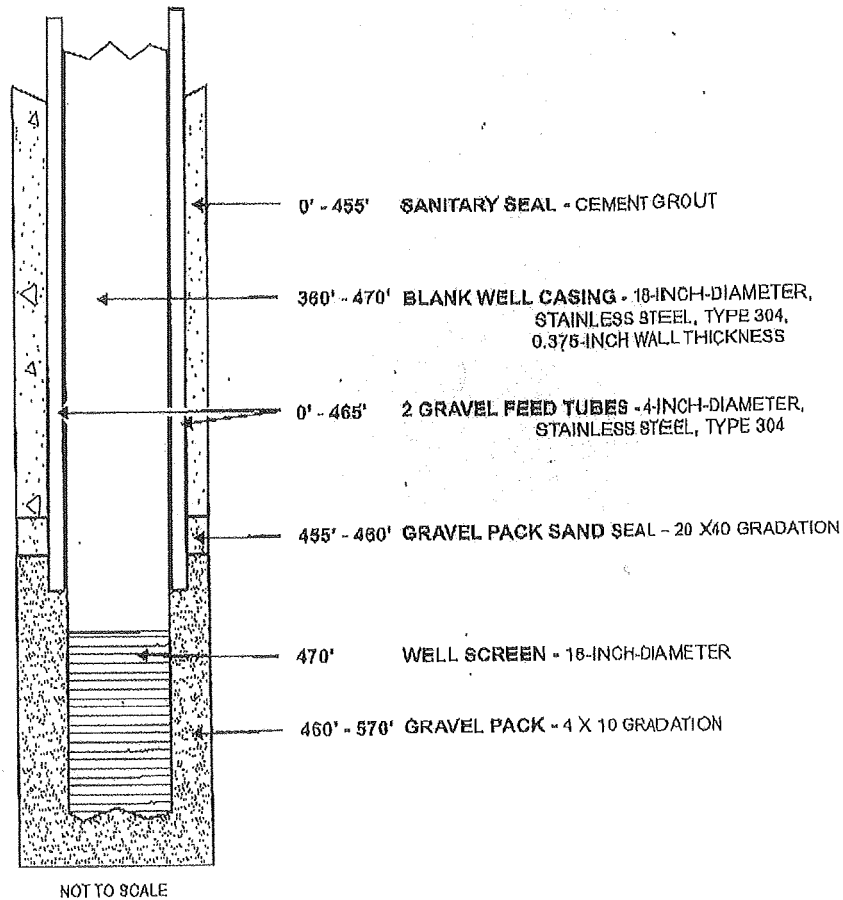
16. Addition at the top of Page F57 the last sentence of Scope shown below:

This item also includes installation and removal of approximately 1,200 feet of a 12-inch-diameter discharge piping with a with Victaulic fittings, airline, flow meter, sample port, appropriate air-vac and control valves and connection to City provided 18" pipe at existing storm drain catch basin to facilitate completion of hydraulic well development and testing.

Addendum # <u>7</u>	Date Received: <u>February 3, 2016</u>
<u>Pacific Coast Well Drilling, Inc.</u>	<u>P.O. Box 184</u>
<u>Company</u>	<u>Address of Company</u>
<u></u>	<u>Templeton CA 93465-0184</u>
<u>Authorized Signature</u>	<u>City State Zip Code</u>
<u>Tyson R. Davis, President</u>	<u>(805) 434-5543</u>
<u>Name and Title, Typed</u>	<u>Telephone Number, including Area Code</u>



NEW STORM DRAIN CATCH BASIN FOR ASR WELL CONSTRUCTION



GRAVEL PACK SAND SEAL
Campus Park Groundwater
Replenishment and Reuse Project
ASR Well No. 1 Construction Project
 Oxnard, California

PLATE 5A



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Establishment Search Results

Establishment

Date Range

Office

State

Pacific Coast Well Drilling

02/04/2011 to 02/04/2016

all

CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

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By Date

Results 1 - 1 of 1

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#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name	
☐	1	316672237	12/16/2013	0950643	CA	Accident	Partial	1623	237120	4	Pacific Coast Well Drilling, Inc.

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Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 316672237 - Pacific Coast Well Drilling, Inc.

Inspection Information - Office: Ca Van Nuys

Nr: 316672237

Report ID: 0950643

Open Date: 12/16/2013

Pacific Coast Well Drilling, Inc.

6525 Dominion Rd.

Santa Maria, CA 93455

Union Status: NonUnion

SIC: 1623/Water, Sewer, Pipeline, and Communications and Power Line Construction

NAICS: 237120/Oil and Gas Pipeline and Related Structures Construction

Mailing: P. O. Box 184, Templeton, CA 93465

Inspection Type: Accident

Scope: Partial

Advanced Notice:

N

Ownership: Private

Safety/Health: Safety

Close Conference:

03/27/2014

Close Case:

Related Activity: Type

ID

Safety

Health

Accident

102788767

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			3		4
Current Violations				4		4
Initial Penalty	\$12,600			\$895		\$13,495
Current Penalty				\$7,600		\$7,600
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	14300029 A	04/14/2014	05/17/2014	\$150	\$225	\$0	05/02/2014	F - Formal Settlement
2.	01002	Other	3203 A	04/14/2014	05/17/2014	\$225	\$335	\$0	05/02/2014	F - Formal Settlement
3.	01003	Other	3395 C	04/14/2014	05/17/2014	\$225	\$335	\$0	05/02/2014	F - Formal Settlement
4.	02001	Other	6655 D	04/14/2014	05/17/2014	\$7,000	\$12,600	\$0	05/02/2014	F - Formal Settlement

Accident Investigation Summary

Summary Nr: 202658555

Event: 12/04/2013

Driller'S Leg Is Fractured When Struck By Pipe Wrench

https://www.osha.gov/pls/imis/establishment.inspection_detail?id=316672237

2/4/2016

at an excavation site, assigned to drill a water well. Employee #1 was in the process of breaking out the drill pipe. He put a 60-inch pipe wrench on the pipe below the rotary table. After engaging the rotary table, the pipe wrench rotated, striking Employee #1's right leg and pinning it between the pipe wrench and the rig. Emergency services were called, and the Santa Barbara County Fire Department responded. Employee #1 was transported by ambulance to Marian Medical Center, where he was admitted and treated for a fracture of the right tibia and fibula. His injury required surgery, and he remained hospitalized for five days. Cal/OSHA was notified of this event by the employer at 9:40 a.m. on December 4, 2013, and by the Santa Barbara County Fire Department at 10:25 a.m. on December 4, 2013. Cal/OSHA initiated its investigation at 8:15 a.m. on December 16, 2013. Cal/OSHA conducted interviews with Employee #1, Coworker #1, and the supervisor. Based on its findings, Cal/OSHA issued a Serious Accident Related citation for CCR, Title 8, 6655(d).

Keywords: construction, drill operator, drill rig--non-oil, pipe, pipe wrench, pinned, caught between, leg, fracture, well

	Inspection	Degree	Nature	Occupation
1	316672237	Hospitalized injury	Fracture	Drillers, earth

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Violation Detail

Standard Cited: 14300029 A

Violation Items

Nr: 316672237	Citation: 01001	Issuance: 04/14/2014	ReportingID: 0950643
Viol Type: Other	NrInstances: 1	Contest Date: 05/02/2014	
Abatement Date: 05/17/2014 X	Nr Exposed:	Final Order: 07/22/2015	
Initial Penalty: \$225.00	REC:	Emphasis:	
Current Penalty: \$150.00	Gravity:	Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$225.00	05/17/2014	Other	
Penalty	F: Formal Settlement	07/22/2015	\$150.00	05/17/2014	Other	

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Violation Detail

Standard Cited: 3203 A (18B-CA) General Indus, Accident Preven. Program

Violation Items

Nr: 316672237	Citation: 01002	Issuance: 04/14/2014	ReportingID: 0950643
Viol Type: Other	NrInstances: 2	Contest Date: 05/02/2014	
Abatement Date: 05/17/2014	X Nr Exposed: 2	Final Order: 07/22/2015	
Initial Penalty: \$335.00	REC:	Emphasis:	
Current Penalty: \$225.00	Gravity:	Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$335.00	05/17/2014	Other	
Penalty	F: Formal Settlement	07/22/2015	\$225.00	05/17/2014	Other	

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Violation Detail

Standard Cited: 3395 C

Violation Items

Nr: 316672237 Citation: 01003 Issuance: 04/14/2014 ReportingID: 0950643

Viol Type: Other NrInstances: 1 Contest Date: 05/02/2014

Abatement Date: 05/17/2014 X Nr Exposed: 2 Final Order: 07/22/2015

Initial Penalty: \$335.00 REC: Emphasis:

Current Penalty: \$225.00 Gravity: Haz Category:

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$335.00	05/17/2014	Other	
Penalty	F: Formal Settlement	07/22/2015	\$225.00	05/17/2014	Other	

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Violation Detail

Standard Cited: 6655 D

Violation Items

Nr: 316672237	Citation: 02001	Issuance: 04/14/2014	ReportingID: 0950643
Viol Type: Other	NrInstances: 1	Contest Date: 05/02/2014	
Abatement Date: 05/17/2014 X	Nr Exposed: 2	Final Order: 07/22/2015	
Initial Penalty: \$12,600.00	REC:	Emphasis:	
Current Penalty: \$7,000.00	Gravity:	Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	04/14/2014	\$12,600.00	05/17/2014	Serious	
Penalty	F: Formal Settlement	07/22/2015	\$7,000.00	05/17/2014	Other	

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Public Works

☒ **Public Works Contractor (PWC) Registration Search**
Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: ☒ Excel ☐ PDF
Search Results
 One registered contractor found. 1

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Sub

Contractor's License Detail for License # 818089

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CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

BEHRENS AND ASSOCIATES
13806 INGLEWOOD AVENUE
HAWTHORNE, CA 90250
Business Phone Number: (800) 679-8633

Entity Sole Ownership

Issue Date 03/14/2003

Expire Date **03/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100178978

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: UB8E042000

Effective Date: 08/01/2014

Expire Date: 08/01/2016

Workers' Compensation History



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Public Works


Public Works Contractor (PWC) Registration Search
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This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:
Contractor License Lookup

License Number:

County:

Export as: Excel | PDF

Search Results
 One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	FENCE FACTORY	1000003937	VENTURA	VENTURA	06/05/2015	06/30/2016

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Contractor's License Detail for License # 275524

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 Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

FENCE FACTORY
 2419 PALMA DRIVE
 VENTURA, CA 93003
 Business Phone Number: (805) 644-7207

Entity: Corporation
 Issue Date: 04/19/1972
 Expire Date: 04/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
 C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC1016248

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) BENNETT STEVEN JOHN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 07/22/2008

BQI's Bond History

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: RWCC48551464

Effective Date: 06/01/2015

Expire Date: 06/01/2016

Workers' Compensation History

Other



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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: Contractor License Lookup

License Number:

County:

Export as: ☒ Excel | ☐ PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	R. MYERS, INC.	1000010277	SAN LUIS OBISPO	MORRO BAY	07/03/2015	06/30/2016

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Contractor's License Detail for License # 572254

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Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

R MYERS INC
PO BOX 742
MORRO BAY, CA 93442
Business Phone Number:(805) 772-1650

Entity Corporation
Issue Date 07/03/1989
Expire Date 07/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30006094

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) MYERS MICHAEL RYAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 05/07/2002

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9142853

Effective Date: 10/01/2015

Expire Date: 10/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



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Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code).

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2015/16 

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

Sam Hill 

Contractor License Lookup

License Number:

example: 606309 (CSLB)

County:

Select County 

Search

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Search Results
 One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SAM HILL & SONS, INC	1000008073	VENTURA	VENTURA	08/27/2015	06/30/2016

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Contractor's License Detail for License # 648594

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Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SAM HILL & SONS INC
P O BOX 5670
VENTURA, CA 93005
Business Phone Number: (805) 644-6278

Entity Corporation
Issue Date 06/24/1992
Expire Date 06/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY.
Bond Number: 7900396732
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HILL RONALD LEE RAYMOND certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 07/25/2001

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number: DTJUB7907B654
Effective Date: 04/01/2013
Expire Date: 04/01/2016
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Pacific Coast Well Drilling Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Anderra Energy Services, LLC JD TD	918 Mission Rock Rd Ste 21 JD TD Santa Paula, CA 93060	Drill And/ Cuttings Disposal TD	990927 JD TD	A JD TD
2. Behrens and Assoc., Inc.	13806 Inglewood Ave Hawthorne, CA 90250	Sound Barrier	818089 (DIR: 100008095)	B
3. Conejo Concrete Dumping Svc, Inc. JD TD	3401 Grande Vista Dr Ste 821 Newbury Park, CA 91319 JD TD	Concrete Dumping JD TD	823629 JD TD	C61 106 JD TD

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. Fence Factory Rentals	P.O. Box 7420 Ventura, CA 93006	Security Fence Restrooms	275524 (DIR: 1000003437)	A/ C13
5. Meyers Drilling	P.O. Box 742 Morro Bay, CA 93443	Foundation Drilling	572254 (DIR: 1000010272)	A
6. Sam H. Ward Sons, Inc.	P.O. Box 5670 Ventura, CA 93005	Under ground Utilities	648594 (DIR: 1000009073)	A
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD15-24R (REBID)

REFERENCES

BIDDER'S NAME Pacific Coast Well Drilling, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
See Attached Well Completion Report		
Owner	Project Location	
Camrosa Water District	Camarillo, CA	
Project Cost	Project Manager	Telephone
\$ 899,888	Curtis Hopkins	(805) 653-5306

Project Description		
See Attached Well Completion Report		
Owner	Project Location	
Beans Ranch, LLC	Fillmore, CA	
Project Cost	Project Manager	Telephone
\$ 535,279	Jordan Kear	(805) 512-1516

Project Description		
See Attached Well Completion Report (multiple)		
Owner	Project Location	
El Capitán Mutual Water Co.	Golita, CA	
Project Cost	Project Manager	Telephone
\$ 294,460	Mike Burke	(805) 620-2202


SIGNATURE OF BIDDER

Tyson R. Davis

**Bidder's Failure to Complete
 All Items Contained On This Page
 May Cause Rejection of Your Bid**

General Services Contract Procurement
 1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030
 (805) 200-5289 – FAX (805) 385-8360



Project: UD15-24R ASR Water Well No. 1 – Campus Park Wellfield

Contractor: Pacific Coast Well Drilling, Inc. (Lower Bidder)
 75 Main Street
 Templeton, CA 93465
 805-434-5543
tyson@pcwelldrilling.com

REFERENCES:

- | | | | |
|----|-------------------------------------|-------------------|---|
| 1. | Camrosa Water District | 805-482-8063 | Terry Curson |
| | Would you hire again? | 1 – 10 <u>8</u> | (YES) |
| | Work –timely & correct? | 1 – 10 <u>10</u> | (YES) |
| | Paperwork –timely & correct | 1 – 10 <u>8</u> | (YES) |
| | Payroll tracking- timely & correct | 1 – 10 <u>N/A</u> | (3 RD party – LCP) |
| | Any issues? | No | |
| 2. | Beans Ranch, LLC | 805-512-1516 | Jordan Kear |
| | Would you hire again? | 1 – 10 <u>10</u> | (YES) |
| | Work –timely & correct? | 1 – 10 <u>9</u> | (YES) |
| | Paperwork- timely & correct? | 1 – 10 <u>9</u> | (YES) |
| | Payroll tracking –timely & correct | 1 – 10 <u>9</u> | (YES) |
| | Any issues? | No | |
| 3. | El Capitan Mutual Water Co. | 805-620-2202 | Mike Burke – mburke@pueblo-water.com |
| | Would you hire again? | 1 – 10 <u>9</u> | |
| | Work- timely & correct? | 1 – 10 <u>9</u> | |
| | Paperwork –timely & correct | 1 – 10 <u>9</u> | |
| | Payroll tracking – timely & correct | 1 – 10 <u>N/A</u> | |
| | Any issues? | No | |

(Rate on a scale from 1-10 with 10 being highest/most likely yes and 1 being lowest/most likely no)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-24R (REBID) for the ASR Water Well No. 1-Campus Park Wellfield Project. The scope of work is to construct, develop and test a municipal water supply aquifer storage and recovery well that is to be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractor's License, Class C-57 to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects. Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy - www.cybercopyreprographics.com or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 25, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A MANDATORY Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, JUNE 3, 2015. All prospective bidders MUST attend.

Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under Davis-Bacon or California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the On-Line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, JUNE 24, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES – 805-385-7821.

Certificate of Publication

Ad #539080

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

May 22, 29, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this May 29, 2015; in Camarillo, California, County of Ventura,



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD-15-34R(REDID) for the ASR Water Well No. 1 Campus Park Wellfield Project. The scope of work is to construct, develop and test a municipal water supply aquifer storage and recovery well that is to be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractor's License, Class C-57 to be considered a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB854) requires that all contractors and subcontractors be registered with the DWR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room CyberCopy, <http://www.cityofoxnard.org/procurement> or phone (805) 642-3252; fax (805) 642-3255 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MAY 25, 2015. The Plans and Specifications may be obtained in electronic medium format only for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7621.

A MANDATORY Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, JUNE 3, 2015. All prospective bidders MUST attend.

Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under Davis-Bacon or California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLU-1 BID SHEETS) provided by the On-Line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93033 before 1:00 P.M. on WEDNESDAY, JUNE 24, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93033.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7621.

Ad Dates: 05/22/15, 05/29/15 Ad No.539080

In the Superior Court of the State of California

N.5.g

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

UD15-24R (REBID) FOR THE ASR WATER
WELL NO. 1-CAMPUS PARK WELLFIELD
PROJECT

STATE OF CALIFORNIA
COUNTY OF VENTURA

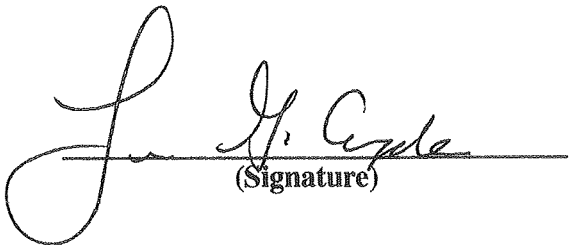
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

May 21, 28, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

28th day of May 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-24R (REBID) for the ASR Water Well No. 1-Campus Park Wellfield Project. The scope of work is to construct, develop, and test a municipal water supply aquifer storage and recovery (ASR) well that will be drilled by using either the conventional direct circulation or reverse circulation rotary drilling method as specified. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractors License, Class C-57 to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. The City of Oxnard does not provide engineer's construction estimates for any public bid project.

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Some, or all, of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under David Bacon or the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

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Meeting Date: 2/10/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s) _____	☐ Report
☐ Res. No(s) _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator

Agenda Item No. 5-9

Reviewed By: City Manager

City Attorney

Finance

Public Works

DATE: January 28, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director
Utilities DepartmentSUBJECT: Plans and Specifications No. UD 15-24 Aquifer Storage and Recovery (ASR) Well
No. 1 Project – River Ridge Golf Club**RECOMMENDATION**

That City Council approves Project Specifications No. UD 15-24 for the construction of ASR (aquifer storage and recovery) and monitoring wells as part of the Groundwater Replenishment Reuse Project and authorize staff to solicit bids.

DISCUSSION

The City of Oxnard has been actively participating in the countywide Integrated Regional Water Management (IRWM) effort since 2002. In September 2008, the Council approved a Memorandum of Understanding (MOU) with the County of Ventura, the cities of the County and numerous other agencies, collectively known as the Watersheds Coalition of Ventura County (WCVC), in order to pursue grant funding available for regional water projects.

In April 2014, Draft RWM Drought Grant Program Guidelines were issued by the California Department of Water Resources (DWR). A competitive grant application needs to include a group of projects that cover the entire WCVC region. The construction of ASR and monitoring wells as part of the Groundwater Replenishment Reuse Project fit these guidelines. In May 2014 the WCVC general membership ratified the final suite of projects chosen to be included in its application and will submit its grant application to the California Department of Water Resources (CDWR) on July 3, 2014.

In September 2014, staff received notification that the City could be awarded a \$1,125,000 grant to Oxnard for the ASR Well at the golf course. The project consists of the construction of an aquifer storage and recovery (ASR) well and monitoring wells to demonstrate effectiveness of groundwater replenishment with recycled water from Oxnard's Advanced Water Purification Facility (AWPF). In the near term the project will result in indirect potable reuse of approximately 1,500 acre-feet per year; in the long-term the project will result in reuse of 7,000 acre-feet per year. These factors will allow the City to store water in times of low demand and use in high demand peaks. This is the first of six to nine wells for an ASR facility producing 7,000 acre feet per year.

**Plans and Specifications No. UD 15-24 Aquifer Storage and Recovery (ASR) Well Project –
River Ridge Golf Course**
January 28, 2015
Page 2

FINANCIAL IMPACT

The IRWM Drought Grant and Water Enterprise Funds are available to meet the anticipated costs of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and appropriate funding.

JD:jd

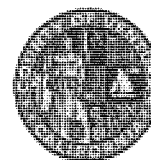
Attachment #1 - County of Ventura Notification of Grant Awards on Behalf of The Watershed Coalitions of Ventura County

Attachment #2 – Project Site Map

Note: Plans and specifications for UD 15-24 for the Aquifer Storage and Recovery Project are available for review at the City of Oxnard Corporation Yard, General Services Department, Building No. 2, 1600 Pacific Avenue, from 8:00 a.m. on Thursday prior to the City Council Meeting.



Media Release



FOR IMMEDIATE RELEASE
November 12, 2014

CONTACT: Sue Hughes, Deputy Executive Officer
County of Ventura
Chair, WCVC
(805) 654-3836
Cell (805) 218-6513

COUNTY OF VENTURA, ON BEHALF OF THE WATERSHEDS COALITION OF VENTURA COUNTY, AWARDED \$8.4 MILLION FOR SIX PROJECTS ACROSS VENTURA COUNTY

Ventura County, California – The County of Ventura, on behalf of the Watersheds Coalition of Ventura County, is pleased to announce the receipt of an \$8.4 million Proposition 84, 2014 Drought Funding Implementation Grant from the California Department of Water Resources for the implementation of integrated water management projects focused on helping the region cope with drought.

The Watersheds Coalition of Ventura County, a diverse group of stakeholders representing more than 60 agencies and organizations, was formed in 2006 to address water supply, water quality, environmental and habitat protection, and flood control and stormwater issues through Integrated Regional Water Management Planning in the Calleguas Creek, Santa Clara and Ventura River Watersheds.

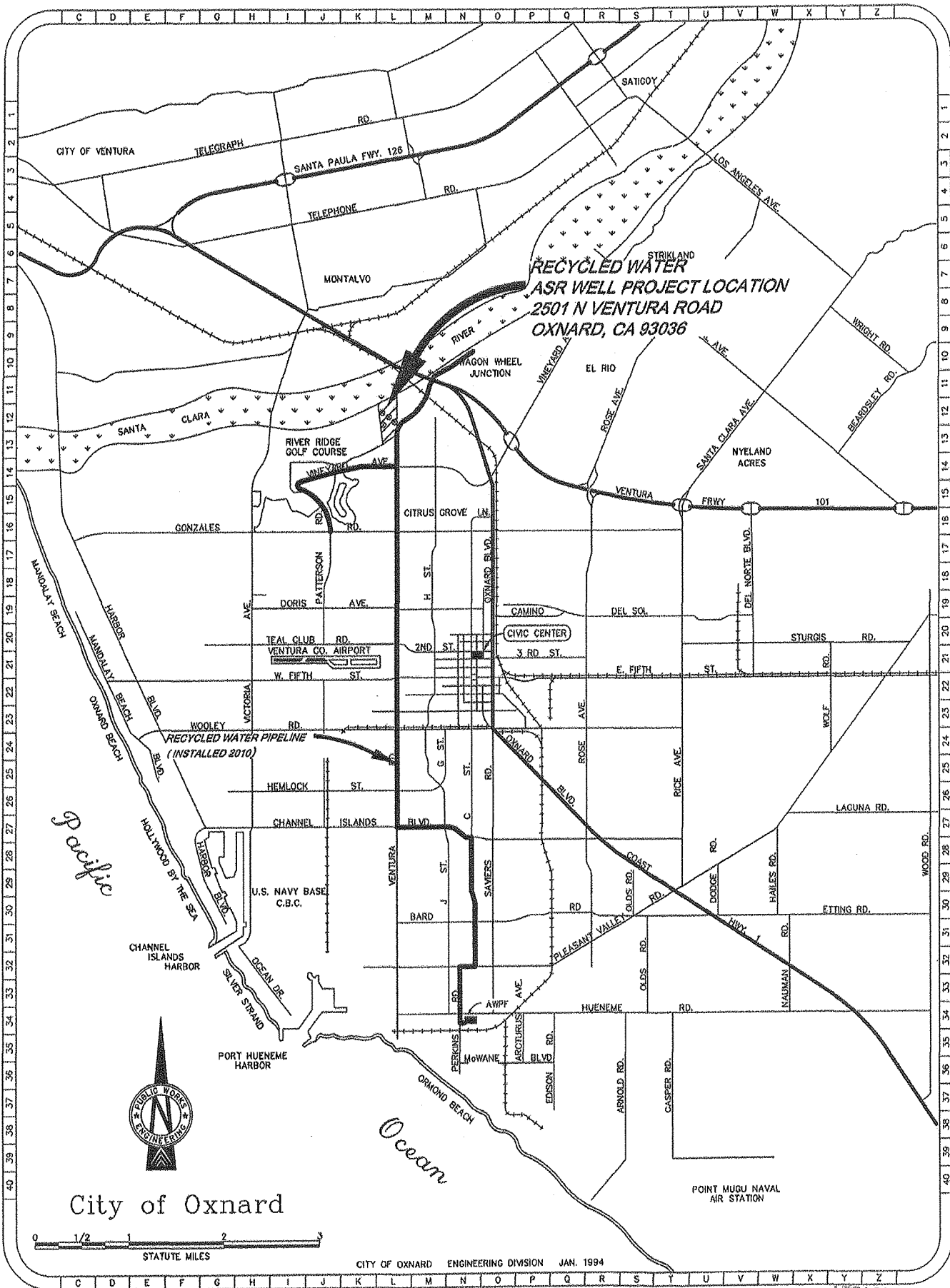
The \$8.4 million grant, with a local match of more than \$9 million, will provide funding for the following important water management projects in Ventura County:

- ◆ Ventura County Agricultural Water Use Efficiency Program – Ventura County Watershed Protection District (\$1.71 M)
- ◆ Salinity Management Pipeline, Phase 2D – Calleguas Municipal Water District (\$1.88 M)
- ◆ Pleasant Valley Well – Camrosa Water District (\$.90 M)
- ◆ El Rio Retrofits for Groundwater Recharge – County of Ventura (\$.96 M)
- ◆ Groundwater Recharge and Reuse – City of Oxnard (\$1.13 M)
- ◆ Lake Casitas Aeration – Casitas Municipal Water District (\$.89 M)
- ◆ San Antonio Creek Arundo Removal Project – Ojai Valley Land Conservancy – (\$.90 M)

Information regarding the Watersheds Coalition of Ventura County is available on the Coalition's website at www.watershedscoalition.org. A copy of the grant application containing details regarding these seven projects can be found at:
http://www.ventura.org/wcvc/prop84/submitted_implementation_grants.htm

Funding for this project is being provided in full or in part through an agreement with the California Department of Water Resources

ATTACHMENT #1
PAGE 1 OF 1



ATTACHMENT #2
 PAGE 1 OF 1

Addendum to Final GREAT Program EIR

(SCH # 2003011045)

**Aquifer Storage Recovery (ASR)
Demonstration (Pilot) Well
at Campus Park**

**CITY OF OXNARD
DEPARTMENT OF PUBLIC WORKS
305 West Third Street
Oxnard, CA 93030**

December 15, 2015

prepared by:
**Hollee L. King, MPA, AICP
SitesPacific, Inc.**

for

**Carollo Engineers/
City of Oxnard**

SUMMARY

This document is an Addendum to the Groundwater Recovery Enhancement and Treatment (GREAT) Program EIR (SCH#2003011045) that was certified in May, 2004 by resolution of the Oxnard City Council. The addendum concludes that there are no possible significant adverse environmental effects associated with the approval of a change in the project description that designates a new location of one of the Aquifer Storage and Recovery (ASR) injection demonstration well and three monitoring wells proposed for Phase II of the GREAT Program. The City of Oxnard Public Works Department has requested approval of an addendum to construct a lower aquifer system ASR well to store and recover recycled water on the west side of the city.

To fully develop the GREAT Program, the City is evaluating the feasibility of a Groundwater Replenishment Reuse Project (GRRP) using purified recycled water (PRW). This Addendum is for the proposed construction of an aquifer storage and recovery (ASR) injection demonstration well to evaluate and demonstrate the feasibility of PRW produced at the City's Advanced Water Purification Facility (AWPF) that could provide Indirect Potable Reuse (IPR). The proposed City GRRP includes developing a sustainable program for groundwater replenishment and IPR of PRW using aquifer units located in the Oxnard Plain Groundwater Basin. The proposed GRRP is intended to augment the City's potable water system by; 1) improving the delivered water quality, 2) increasing the available supply, and 3) providing greater reliability through source redundancy. The GRRP study area is indicated on Exhibit 1 – Study Area Location Map.

BACKGROUND

The present City water supply is a combination of sources including; a) imported water from the State Water Project, b) groundwater produced by the United Water Conservation District (UWCD), and c) groundwater produced by the City wellfields at Blending Station Nos. 1 and 3 (BS-1 and BS-3). Historically, the City has improved the quality of its municipal supply by blending the higher quality imported water with its local groundwater supplies. The recent construction of the brackish groundwater desalter facilities located at BS-1 has provided the City with the means to further improve its water quality through the desalination of poor quality groundwater. During the desalination process, approximately 20 percent of the produced groundwater feeding the desalter is lost as brine reject that is discharged to the sewer ocean outfall.

The present operation of the City's groundwater desalter has allowed the City to shift groundwater production from the higher quality aquifer zones in the Lower Aquifer System (LAS) to the poorer quality aquifer zones in the Upper Aquifer System (UAS). This shift of pumping was designed to comply with the most recent groundwater management strategies of Fox Canyon Groundwater Management Agency (FCGMA).

The GREAT Program was originally developed at a time when recycled water regulations treated all recycled water in the same manner. State regulations required onerous project development studies, monitoring and reporting programs, and dilution requirements utilizing another potable supply. Soil and aquifer treatment criteria could require extended retention times and travel distances through an aquifer to provide additional treatment prior to beneficial potable reuse. With these regulations, the City believed the best approach was to inject the PRW into the local aquifer system at a location that optimized basin management strategies, and extract a like amount of native groundwater from another area of the basin for municipal use. Consistent with this approach, the City proposed the direct use of the PRW for permissible agricultural purposes. Subsequently, a transfer of the unused groundwater would be provided to the City for municipal uses. Both of these strategies would provide the City with a source of potable groundwater in exchange for its recycled water.

This original approach required that the City purify a greater portion of the groundwater with a desalter and resulted in additional treatment costs and a loss of approximately 20 percent of the produced groundwater supply. The present approach for IPR would eliminate the additional step of desalting groundwater by allowing the indirect reuse of the high quality PRW. This will conserve energy and prevent wasting 20 percent of the supply as part of the redundant treatment process. The stored and recovered PRW by the GRRP can be blended with lower quality groundwater to achieve the City's water quality objectives.

Since construction of the GREAT Program AWP, Federal and State recycled water regulations have been updated to the present Groundwater Replenishment Using Recycled Water (GRURW) regulations designated DPH-14-003E, dated June 18, 2014. These regulations better accommodate the use of highly treated water effluent produced by the PRW process by reducing or eliminating the requirement for soil/aquifer treatment and significantly shortening the response retention time. The State has recognized that the threat to public health is significantly lower after municipal wastewater receives advanced purification and disinfection using reverse osmosis, advanced oxidation, and ultraviolet radiation treatment processes. Because of the PRW extreme high quality, the new GRURW regulations significantly reduce the requirements for IPR compared to wastewater treated to secondary or tertiary standards.

PROJECT DESCRIPTION

The City of Oxnard is proposing an ASR Demonstration (Pilot) Well and including three monitoring wells within the City on a site known as Campus Park (see Exhibits 1 and 2). The proposed project area is bordered by Second Street to the north, West 5th Street to the south, South K Street to the west, and South H Street to the east in the City of Oxnard. The subject property is the former location of Oxnard Union High School and

currently consists of abandoned athletic fields and open space with a single standing structure. The City intends to locate a park within this area in the future.

The property is within the City of Oxnard and is surrounded by a built environment including Oxnard Union School District offices, Police Activities League facilities, associated parking lots, a Masonic Center, church, and residences.

During this phase of the GREAT Program, the project calls for the construction of one ASR demonstration well and three monitoring wells at various locations on the subject property. Proposed construction activities will be conducted on a previously disturbed parcel and drill boreholes from the present ground surface to a maximum depth of approximately 720 feet. Plans indicate that the ASR well will begin at the ground surface as an approximate 40-inch-diameter boring to set a conductor casing to approximately 50 feet below ground surface. Subsequent drilling will be conducted through the surface casing and be of requisite size to install a 20-inch-diameter casing that reduces down to an 18 inch diameter well screen section that extends down to the ultimate depth of the well (Hopkins Groundwater Consultants, Inc. June 2015).

The GRRP ASR demonstration well will be designed to inject PRW into discrete aquifer zones in the LAS and subsequently facilitate groundwater extraction after the response retention time is achieved and regulatory approval is granted. The proposed ASR Demonstration Well is anticipated to be constructed with a completion depth of about 580 feet below ground surface (bgs) and with a screened interval limited to a discrete aquifer zone(s) in the Hueneme Aquifer. The well will be designed for an injection capacity of up to 2,000 gallons per minute (gpm).

Water to be injected during initial demonstration testing is proposed to be 100 percent PRW. The initial phase of ASR testing will determine the percentage of recovery that occurs prior to evidence of native groundwater mixing with the PRW along with any change in the PRW chemistry that could occur as it travels through the aquifer matrix. During the demonstration period, PRW that is extracted from the ASR well will be discharged back into the recycled water transmission main and subsequently used for irrigation.

The study for the ASR demonstration well and monitoring wells is intended to further define the conceptual components of the ASR program that will be necessary to develop site specific information required for the GRRP Title 22 engineering report which would be necessary to implement any future IPR of PRW as a municipal supply in accordance with regulation provisions. The locations of the monitoring wells were designed to; a) be far enough apart to collect water levels that will define the site specific groundwater gradient, b) be close enough to comply with the new regulation monitoring well requirements for GRRP permitting including a travel time of greater than 2 weeks and less than 6 months, and c) utilize the City owned parcel as negotiated with City Parks Department.

Field investigation will include exploratory drilling and construction of the demonstration well and monitoring wells to test the aquifer properties and confirm groundwater travel time estimates at this site. Within the first year, groundwater tracer testing using an intrinsic tracer(s) will be conducted to satisfy California Division of Drinking Water (DDW) and obtain a RWQCB permit for the GRRP. Additional analyses to be conducted during the site investigation will include evaluating the geochemical compatibility of the Full Advanced Treatment Water (purified reclaimed water) with the native groundwater and the lithology of aquifer materials through the use of water quality sample analysis, and if necessary, bench testing, and geochemical modeling.

While zone specific water level data at the Campus Park site are not presently available, the prevailing groundwater conditions indicated by available data from other wells in the Oxnard Plain Basin support the ability for effective capture and reuse of the higher quality recharge water from the Campus Park ASR Wellfield. As designed, the project does not rely on horizontal movement through an aquifer in any specific direction to allow capture downgradient at some distance away from the point of recharge. The point of capture is anticipated to be near the center of the PRW recharge bubble. We also conclude that in the event of a water quality violation where non-compliant water is injected in the aquifer system, the GRRP design will allow immediate mitigation and, as necessary, recapture of the non-compliant volume of PRW. There are no drinking water wells constructed in the LAS within $\frac{3}{4}$ of a mile of the proposed GRRP location. The only potable well in the LAS within a mile of the Campus Park is City Well No. 20 and the City controls its operation.

To minimize the potential for borehole collapse, the construction will require drilling and reaming of the ASR borehole, installation of well casing, screen, and gravel pack, and grouting operations will be conducted virtually nonstop, 24 hours per day basis for a period of up to two weeks. Subsequently, the injection and extraction equipment would be constructed above-grade and protected by a walled perimeter or housed in a single-story enclosed building.

The proposed well locations were selected to construct facilities that will accomplish wellfield construction and data collection that complies with GRURW regulations and still be within the City property on the Campus Park site. Some of the well locations are designed to be within the ultimate runway protection zone boundary proposed by the County of Ventura Department of Airports and have been approved by the Federal Aviation Administration. This wellfield layout is designed to accommodate present and future conditions of the park that may restrict the use of the Campus Park Property for well construction and where drilling equipment of up to 60 feet high may be allowed to operate.

ANALYSIS OF POTENTIAL IMPACTS (ARCHEOLOGICAL RESOURCES)

A cultural resource investigation was conducted for the property and a Phase I Archeological Study was prepared by Compass Rose Archeologists, Inc. on May 8,

2015. The study consisted of a records search and an on-foot survey of the subject property. The records search indicated that one previously recorded historic resource had been recorded within 0.25 mile of the property. As mapped, this location is well removed from the current project area. No evidence of any prehistoric or historical occupation or use was observed during the field survey. Additionally, no cultural resources have been recorded or were newly encountered within the subject property, so no further archaeological work is warranted at this time. In the unlikely event that buried cultural resources are unearthed during any construction activities, all work must halt at that locality until such resources can be properly evaluated by a qualified archaeologist. If human remains are unearthed during future construction, State Health and Safety Code Section 7050.5 states that" ... no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. These conditions/mitigations are consistent with the mitigation monitoring program for the GREAT Program EIR and no change is required.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

EIR Addendum

In the Project FEIR, a pilot demonstration ASR well was proposed to study the technical feasibility of a larger-scale ASR in the Oxnard Plain and Pleasant Valley area and to study the feasibility to provide seasonal storage capabilities for potable water supply. The approach to implementing the pilot demonstration ASR program included the proposal to place the ASR injection well in the Lower Aquifer System (LAS) of the Oxnard Plain Groundwater Basin. Although the proposed location of the ASR pilot demonstration well has been relocated to the Campus Park area, it is not considered a substantial change that would lead to a substantial increase in the previously identified environmental effects nor require any more additional review than an Addendum to the FEIR as the Project FEIR location was only a proposed location and both locations are in the Oxnard Plain Groundwater Basin.

Section 15164 of the State California Environmental Quality Act (CEQA) Guidelines states that an addendum to a previously certified EIR is the appropriate environmental document in instances when no conditions exist that would trigger a subsequent EIR. Three tests determine if a subsequent EIR is required (Section 15162(a)). They are:

1. *Substantial changes to the project lead to a substantial increase in the severity of previously identified environmental effects;*

There are no substantial changes to the project that would lead to a substantial increase in the previously identified environmental effects. The previous EIR identified the placement of an ASR demonstration well and the associated monitoring wells, but the location was proposed in an area north of Hueneme Road between Arnold and Olds road at the time of EIR certification. Site

inspections and research of the project area indicates no further impacts for this change in project site. Furthermore, after review by Compass Rose Archeological Associates, they concluded that the site would not have any impacts on archeological or cultural resources. The construction of the ASR demonstration well and related facilities would take approximately four months to construct and would generate short-term construction-related traffic. These impacts were addressed in the EIR and mitigation was recommended to determine that the impact would be less than significant. A traffic mitigation plan would be required as part of the road encroachment permit the City would need to obtain. Short-term noise related impacts would be mitigated by limiting construction hours to conform to city noise standards and by using Best Management Practices such as blanketing the drill rigs for noise attenuation. Short-term related impacts related to construction of the ASR demonstration well and the monitoring wells would be considered a less than significant impact with the proposed mitigation in the EIR and would not increase the severity of the previously identified environmental impacts.

2. *Substantial changes have occurred with respect to the circumstances under which the project is undertaken;*

Circumstances surrounding the project have not substantially changed with regard to issues, facts, and mitigation measures included in the previous EIR. The construction of an ASR demonstration well was addressed in the approved EIR for the GREAT program. The Public Works Department, after working with engineers and consultants for the program, have determined that the most appropriate location for the ASR demonstration well is to be located in the Campus Park area within the City of Oxnard. However, the proposed location does not change the overall intensity or does it constitute a substantial change to the EIR.

3. *New information of substantial importance that was not known or could not have been known at the time of the EIR certification shows any of the following:*
 - a. *The project will have effects not previously discussed,*
 - b. *Significant effects previously examined will be substantially more severe than previously estimated,*
 - c. *Mitigation measures previously found infeasible would now be feasible and would substantially reduce effects of the project, and/or*
 - d. *Different mitigation measures or alternatives from those analyzed in the EIR/MND would substantially reduce effects.*

There is no new information of substantial importance regarding the proposed ASR demonstration well that was not known at the time of the EIR certification. Although the siting of the ASR demonstration well proposes another location, the project does not change the previous overall project description and the project

will not have any new effects that were not previously discussed. And although there are new and revised water and groundwater regulations affecting the placement and the requirements of the well, the actual review for the construction of the ASR demonstration well has not changed as it was previously considered in the EIR. Moreover, there would be no new mitigation required or removed and any mitigation measures such as measures used for potential short-term traffic impacts or air quality emissions would be required to be complied with under the previously adopted EIR. Current applicable short-term development and environmental standards were applied to the entire GREAT Program project and will mitigate any potential short-term impacts of the project.

The certified GREAT Program EIR with comments and responses and record of certification (FEIR) may be examined at the City of Oxnard, Utilities Department, 305 West Third Street, Oxnard, California 93030. Please call (805) 385-8280 to arrange a file review time.



Hollie L. King, MPA, AICP

12/16/2015

Date



Dan Rydberg, P.E., Interim Public Works Director

12/16/2015

Date

EXHIBIT 1

Proposed Campus Park Study Area

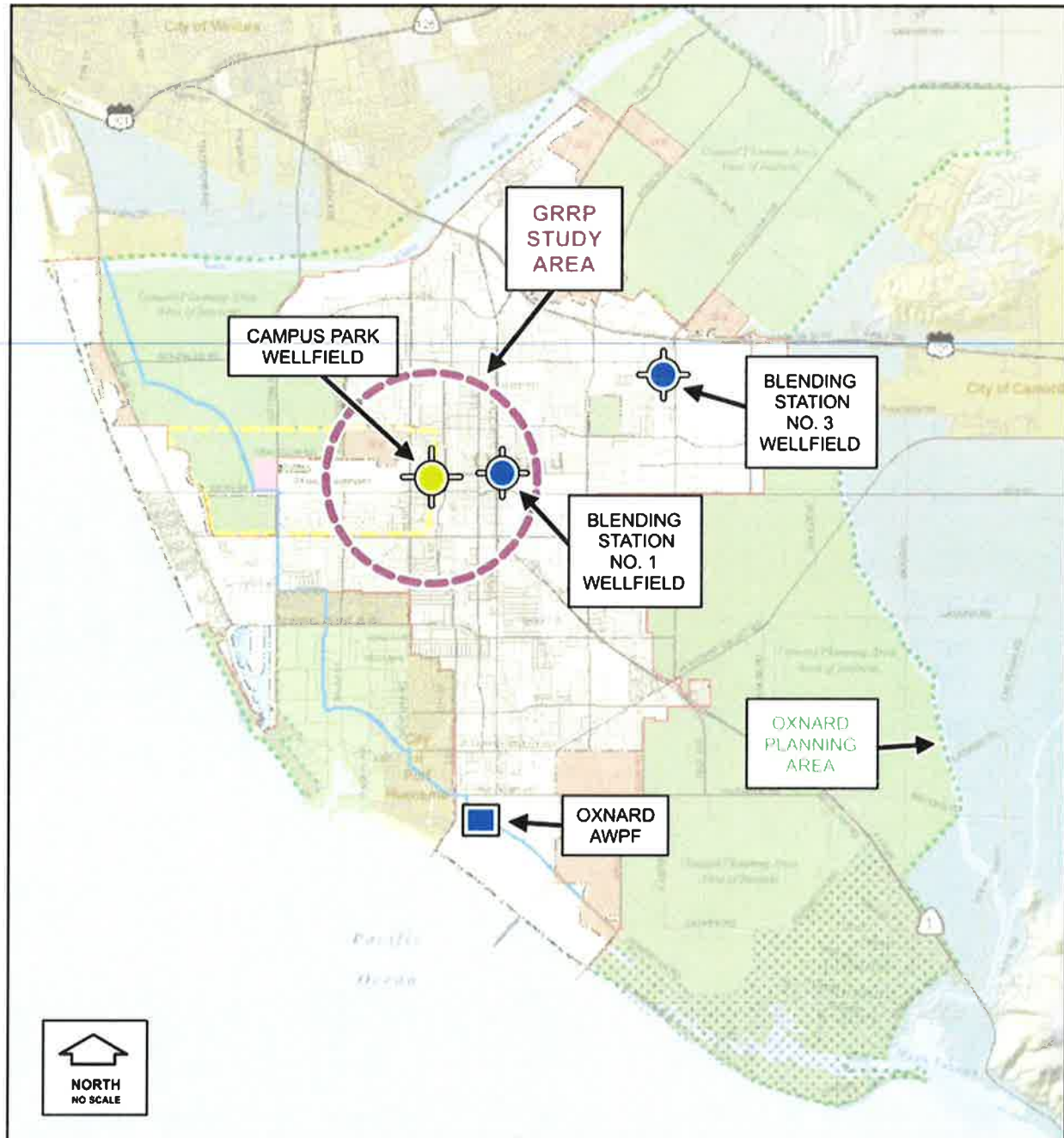


EXHIBIT 2

Proposed ASR Demonstration Well and Monitoring Wells



REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program _____
 Manager: Dan Rydberg

Date: July 26, 2016
 Phone: 385-8281

Reason for Adjustment:

To appropriate funding for Pacific Coast Well Drilling, Inc. (Agreement A-7874) from Fund 603 fund balance.

Accounts and Descriptions**AMOUNT**

Fund: **Resource Development Fee (Fund 603)**

Expenditures/Transfers Out**Water CIP (6551)**

Project 116505

603-6551-821.82-09 SVCS-OTHER PROF/CONTRACT

643,271

Sub-total Expenditures

643,271

Net Change to Fund Balance (643,271)

Net Appropriation Change (643,271)

Approvals

Department Director

David B. M.

Chief Financial Officer

City Manager