

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 Meetings
City Council Chambers, 305 West Third Street, Oxnard
December 6, 2016
Regular Meeting - 6:00 PM
Closed Session – 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL, OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, OXNARD FINANCING AUTHORITY AND OXNARD HOUSING AUTHORITY.

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 - 5:00 PM

1. 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.

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

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.ci.oxnard.ca.us.

E. INSTALLATION OF NEWLY ELECTED CITY OFFICIAL/CEREMONIAL CALENDAR

1. SUBJECT: Motion That the Regular Order of Business be suspended until after the Installation of Newly Elected City Officials
2. SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on November 8, 2016.
RECOMMENDATION: Adopt a resolution stating the results of the canvass of the returns of the general municipal election held on November 8, 2016.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803
3. SUBJECT: Presentation of a Resolution to Dorina Padilla, Councilmember.
RECOMMENDATION: Adopt resolution.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430
4. SUBJECT: Presentation of a Resolution to Daniel Martinez, City Clerk.
RECOMMENDATION: Adopt a resolution.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430
5. SUBJECT: Special Presentations to Dorina Padilla, Councilmember and Daniel Martinez, City Clerk.
6. SUBJECT: City Clerk Administers Oath of Office to Mayor, Councilmembers, City Treasurer and City Clerk.
7. SUBJECT: Mayor, Councilmembers, City Treasurer and City Clerk are installed. Remarks by Mayor, Councilmembers, City Treasurer and City Clerk.
8. SUBJECT: Selection by Mayor of Mayor Pro Tem.
9. SUBJECT: Opportunity for Comments on the Installation of City Official by Members of the Public. Comments shall be limited to three minutes per person.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

City Clerk Department

1. SUBJECT: 2017 Meeting Schedule for Legislative Bodies. (5/10/5)

RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2017: January 10 and 24; February 7, 14 and 28; March 7, 21 and 28; April 4, 11, 18 and 25; May 2, 9, 16 and 23; June 6, 13, 20 and 27; July 11, 18 and 25; August **NO MEETINGS**; September 12, 19 and 26; October 3, 10 and 17; November 7, 14 and 28; December 5, 12 and 19.
Legislative Body: CC,HA,SA,FA 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 Clerk Department

1. SUBJECT: Regular City Council Minutes of November 15, 2016; Regular Housing Authority Minutes of June 14, 21, 28, July 12, 19, 26, September 6, 13, 20, October 4, 11, 18, 25, November 1 and 15, 2016; Special Housing Authority Minutes of June 14 and 15, 2016. Regular Financing Authority Minutes of September 6, 13, 20, October 4, 11, 18, 25, November 1, 15 and 29, 2016; Regular Community Development Commission Successor Agency Minutes of October 18, 25, November 1, 15 and 29, 2016.

RECOMMENDATION: Approve Regular City Council Minutes of November 15, 2016; Regular Housing Authority Minutes of June 14, 21, 28, July 12, 19, 26, September 6, 13, 20, October 4, 11, 18, 25, November 1 and 15, 2016; Special Housing Authority Minutes of June 14 and 15, 2016. Regular Financing Authority Minutes of September 6, 13, 20, October 4, 11, 18, 25, November 1, 15 and 29, 2016; Regular Community Development Commission Successor Agency Minutes of October 18, 25, November 1, 15 and 29, 2016.

Legislative Body: CC,HA,SA,FA Contact: Daniel Martinez

Phone: 385-7803

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: A) SM Tires for purchase of wheels and tires for 950K Caterpillar Wheel Loads at Del Norte Facility (\$42,782).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

3. SUBJECT: Trade Services Agreement with Weiser Security Services Inc. for Security for Oxnard Transit Center (OTC)

RECOMMENDATION: That City Council approve the award and authorize the Mayor to execute a trade services agreement with living wage to Weiser Security Services, Inc., beginning December 7, 2016, for security patrol services for up to three years at the Oxnard Transit Center (OTC) at 201 East Fourth Street in the estimated amount of \$190,467 for the first year and is not to exceed \$220,000, for a three-year estimated total of \$582,905 (Agreement No. A-7919).

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

4. SUBJECT: Gold Coast Transit District Lease at 201 E. Fourth Street

RECOMMENDATION: That City Council: 1) Approve a lease in the estimated amount of \$271,575 with Gold Coast Transit District (GCTD) for 10 years beginning January 1, 2017, and ending December 31, 2026, for Suite 103A at the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7907) and 2) Approve a special budget appropriation to increase the lease revenue for Fiscal Year (FY) 2016-17 for the OTC operating budget by \$15,780 resulting in a new total of \$208,753.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Fire Department

5. SUBJECT: Additional Appropriation for Fire Station Generators

RECOMMENDATION: That City Council approve the additional appropriation of \$60,000 from the Community Development Block Grant (CDBG) reprogrammed funds from prior year completed projects to Annual Action Plan 2016-17 Capital Improvement Project Fire Station Generators, for Stations 1, 2, 3 and 5; and The City Manager or designee to execute the grant agreement.

Legislative Body: CC

Contact: Darwin Base

Phone: 385-7722

6. SUBJECT: Authorization to Submit Two FEMA Grants

RECOMMENDATION: That City Council adopt a resolution authorizing: the submittal of two grant applications by the City Manager, one application for a Light & Air Emergency Response Vehicle and a second application for Leadership Training; the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee to submit non-financial reports.

Legislative Body: CC

Contact: Darwin Base

Phone: 385-7722

L. PUBLIC HEARINGS – 6:15 P.M.

Housing Department

1. **SUBJECT:** Extremely-Low to Low-Income Needs Assessment FY2017-18 AAP (10/30/10)
RECOMMENDATION: That City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness for the preparation of the FY2017-18 Annual Action Plan.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

M. APPOINTMENT ITEMS

N. REPORTS

City Attorney Department

1. SUBJECT: Marijuana Code Amendment (5/10/20)
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.
 Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

Finance Department

- 2 SUBJECT: External Auditor Contract Amendment (10/20/20)
RECOMMENDATION: That the City Council: 1) Appropriate an additional \$84,145 for costs associated with the State Controller’s review of the FY 2014-15 Single Audit, 2) Authorize the City Manager to sign a letter acknowledging that Eadie & Payne, LLP., will bill the City for the cost of producing documents in response to a subpoena related to the Measure M litigation, and 3) Appropriate an additional \$5,000 for costs associated with responding to the subpoena related to the Measure M litigation.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475
- 3 SUBJECT: Formation of Wagon Wheel Community Facilities District (10/20/10)
RECOMMENDATION: That City Council adopt a resolution: 1) Authorizing the California Statewide Communities Development Authority (“CSCDA”) to form a Community Facilities District within the City of Oxnard to finance certain improvements, services, and development impact fees; 2) Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the Community Facilities District financing; 3) Approving an Acquisition Agreement between the City and the Developer; and 4) Authorizing City staff to cooperate with CSCDA and its consultants in connection with the Community Facilities District formation and financing.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

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

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: December 6, 2016

TO: City Council

FROM: Daniel Martinez
City Clerk

A handwritten signature in cursive script that reads "Daniel Martinez".

SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on November 8, 2016. (5/20/10)

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

RECOMMENDATION:

That City Council adopt a resolution stating the results of the canvass of the returns of the general municipal election held on November 8, 2016.

DISCUSSION

On June 21, 2016, the City Council adopted Resolution No. 14,944 calling for the municipal election, requesting consolidation of the City's election, requesting the County Clerk to render services and supplies to the City for election and authorizing the Board of Supervisors to canvass the returns. The Board of Supervisors will certify the canvass of the November 8, 2016 general municipal on December 6, 2016. Section 10263 of the California Elections Code requires that upon certification of the results, the City Council meet and declare the results of the election. As of the time of the drafting of this agenda report, the certification has yet to take place, the final results are unknown, and some races are separated by only small margins. Once available, the results of the canvass for offices and ballot measures will be made publicly available. The results of the canvass of returns are adopted via the attached resolution.

STRATEGIC PRIORITIES

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

November 8, 2016 Election
December 6, 2016
Page 2

Council meetings to the public.

FINANCIAL IMPACT

The County Elections Division has calculated that the cost of the election will be approximately \$35,000. The election cost is funded out of the City Clerk Recommended Budget for Fiscal Year 2016-17.

ATTACHMENTS:

Attachment A 2016 Results

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
STATING THE RESULTS OF THE CANVASS OF THE GENERAL
ELECTION RETURNS FROM THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 8, 2016

WHEREAS, the City Council of the City of Oxnard called for a general municipal election in the City on November 8, 2016, to elect a Mayor for a term of two years, two Councilmembers for the term of four years, City Treasurer for a term of four years and City Clerk for a term of four years;

WHEREAS, notice of the election was duly given in the time, form, and manner provided by law, and the election was held on the above date, and the votes cast were canvassed and the returns thereof made at time and in the manner and form provided by law; and

WHEREAS, on this 6nd day of December, 2016, the City Council duly assembled at its usual place of meeting and received the certification of the election from the County Clerk.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve:

1. That a general municipal election was held on November 8, 2016, that the votes cast were duly canvassed, and that the returns were made at the time, in the form and in the manner required by law.
2. That the absentee voter ballots were canvassed and counted as required by law.
3. That this City Council has reviewed the canvass of the returns of the election and from the returns it appears, and this City Council finds, that the whole number of votes cast in the City in the election, the names of the persons voted for and for what office each person was voted for, the number of votes cast at each precinct at the election and for each person, the total number of votes given in the City to each person, and the total number of votes given to each measure are as shown on Exhibit "A", attached hereto and incorporated herein by this reference.
4. That the individuals shown on Exhibit A receiving the highest number of votes for the each office are hereby declared to be elected.
5. That measures shown on Exhibit A receiving more than 50% of the votes cast are approved. In accordance with California Constitution Article II Section 10(b) if two conflicting measures receive more than 50% of the vote, the measure with the higher total number of votes show on Exhibit A will prevail and is approved.

Resolution No.
Page 2

PASSED AND ADOPTED this 6th day of December, 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

Exhibit “A”

At this time Exhibit “A” is not available from the County of Ventura Elections Office as the results are yet to be certified.



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Ceremonial
Calendar**

AGENDA ITEM NO.: 2

DATE: December 6, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

SUBJECT: Resolution Commending Dorinamarie Padilla

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

RECOMMENDATION:

That City Council adopt a resolution commending Dorinamarie Padilla for four years of dedicated public service as a member of the Oxnard City Council.

ATTACHMENTS:

Attachment A: Resolution Commending Dorinamarie Padilla

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE
TO COMMEND DORINAMARIE PADILLA FOR FOUR YEARS OF
DEDICATED PUBLIC SERVICE AS A MEMBER OF THE OXNARD CITY COUNCIL

WHEREAS, Dorinamarie Padilla has faithfully served the residents and businesses of the Oxnard community as a Councilmember on the City Council since she was elected in 2012; and

WHEREAS, Dorinamarie Padilla has distinguished herself as a valued leader who consistently brought a high level of dedication and commitment to her office, and who has worked many long hours on behalf of the residents of Oxnard; and

WHEREAS, Dorinamarie Padilla has been active in local government and helped bring to fruition numerous projects and has contributed greatly to the City as a member of the Oxnard Housing Authority, Successor Agency, and numerous boards, commissions and committees including: Beach Erosion Authority for Control of Operation & Nourishment – (Alternate), City Wide Enhancement Program, Cultural Arts Committee, Downtown Improvement Task Force, Homeless Plan Working Group, Joint Oxnard/Ventura Santa Clara Bridge Committee, Oxnard Convention & Visitors Bureau, Oxnard Downtown Management District, Point Mugu Regional Airport Authority – (Alternate), Ventura Council of Governments – (Alternate), Ventura County Animal Regulation Commission – (Alternate), and the Youth Commission; and

WHEREAS, Dorinamarie Padilla has been active with the Oxnard/Ocotlan Sister City Committee and Upward Bound Program.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Dorinamarie Padilla for four years of dedicated public service and for her significant leadership as a member of the City Council in enriching the Oxnard community for the betterment of present and future generations.

Resolution No.
Page Two

PASSED AND ADOPTED this 6th day of December, 2016 by the following votes:

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.: 3

DATE: December 6, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

SUBJECT: Resolution Commending Daniel Martinez for Twenty Four Years of Service

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

RECOMMENDATION:

That City Council adopt a resolution commending Daniel Martinez for twenty four years of dedicated public service as the Oxnard City Clerk.

ATTACHMENTS:

Attachment A: Resolution Commending Daniel Martinez

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE
TO COMMEND DANIEL MARTINEZ FOR TWENTY FOUR YEARS OF
DEDICATED PUBLIC SERVICE AS THE OXNARD CITY CLERK

WHEREAS, Daniel Martinez was elected as City Clerk in 1992; and

WHEREAS, Daniel Martinez has served the City with dedication, diligence and skill in his position as City Clerk for the past 24 years; and

WHEREAS, Daniel Martinez has provided assistance and information to Oxnard residents and City departments throughout the City in a cooperative, courteous and efficient manner; and

WHEREAS, Daniel Martinez has provided exceptional expertise in the areas of preparation of minutes and agendas; municipal elections; voter registration; Political Reform Act; campaign statement review; and conflict of interest statements; and

WHEREAS, Daniel Martinez implemented a City-wide records management program to coordinate the retention and destruction of records and the re-codification of the Oxnard City Code; and

WHEREAS, Daniel Martinez has earned the respect and gratitude of his staff, peers, and Oxnard residents for his contributions to the City; and

WHEREAS, Daniel Martinez has been active with various community groups including: Oxnard Kiwanis Club, Oxnard American Legion Post 48, Oxnard/Ocotlan Sister City Committee and North Oxnard AYSO Program.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Daniel Martinez for twenty four years of dedicated public service, and extends best wishes to him in all his future endeavors.

Resolution No.
Page Two

PASSED AND ADOPTED this 6th day of December, 2016 by the following votes:

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: Council Business

AGENDA ITEM NO.: 1

DATE: December 6, 2016

TO: City Council
Housing Authority
Successor Agency
Finance Authority

FROM: Daniel Martinez
City Clerk

A handwritten signature in cursive script that reads "Daniel Martinez".

SUBJECT: 2017 Meeting Schedule for Legislative Bodies. (5/10/5)

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

RECOMMENDATION:

That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2017:

January	10 and 24
February	7, 14 and 28
March	7, 21 and 28
April	4, 11, 18 and 25
May	2, 9, 16 and 23
June	6, 13, 20 and 27
July	11, 18 and 25
August	NO MEETINGS
September	12, 19 and 26
October	3, 10 and 17
November	7, 14 and 28
December	5, 12 and 19

BACKGROUND

The City Council and the Housing Authority ("Council") meet regularly, usually scheduling

2017 Meeting Schedule for Legislative Bodies

December 6, 2016

Page 2

three or four meetings each month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

The Council usually does not have meetings on the fifth Tuesday of a month and on any Tuesday occurring on a holiday or close enough to potentially impact public participation in agenda development, in preparation for the meetings, or at the meetings themselves. In addition, the City Council has traditionally gone dark in August to provide a block of time to accommodate vacation plans. Staff is recommending that the fourth Tuesday in the months of April (25th), and June (27th) be held in reserve as potential dates for Work Sessions. The Council also cancels a meeting in conflict with the National League of Cities Congressional Conference which is scheduled to be held on March 11-15, 2017 which would affect the City Council meeting schedule. The Tuesdays on which the Council **would not** meet, along with the reasons, are listed below:

January 17	Day after Dr. Martin Luther King, Jr. Day Holiday
January 31	5 th Tuesday of the Month
February 21	Day after Presidents' Day Holiday
March 14	National League of Cities Conference
May 30	Day after Memorial Day Holiday and 5 th Tuesday of the Month
July 4	4 th of July Holiday
August 1, 8, 15, 22 and 29	Dark the Month of August
September 5	Day after Labor Day Holiday
October 24	International City Manager Association Conference
October 31	5 th Tuesday of the Month
November 21	Thanksgiving Holiday
December 26	Accommodate Holiday Schedule

This schedule results in a total of 36 meetings scheduled for the 2017 calendar year. It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start at 4:30 p.m., if necessary. Evening meetings have been successful in meeting the goals of increasing public participation, either through personal attendance at Council meetings held in the evenings, or viewing Council sessions on television, Spectrum (formerly Time Warner), Channel 10 and Fios, Channel 35. Residents also have access to Council meetings via the Internet.

STRATEGIC PRIORITIES

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

2017 Meeting Schedule for Legislative Bodies
December 6, 2016
Page 3

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A 2017 Council Calendar

2017

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Su	Mo	Tu	We	Th	Fr	Sa
30						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

May

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Su	Mo	Tu	We	Th	Fr	Sa
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
31					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



Closed City Hall Dates Fridays and Holidays



Recommended City Council Meeting Dates



Potential Meeting Dates



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: December 6, 2016

TO: City Council
Housing Authority
Successor Agency
Finance Authority

FROM: Daniel Martinez
City Clerk

A handwritten signature in cursive script that reads "Daniel Martinez".

SUBJECT: Approve Regular City Council Minutes of November 15, 2016; Regular Housing Authority Minutes of June 14, 21, 28, July 12, 19, 26, September 6, 13, 20, October 4, 11, 18, 25, November 1 and 15, 2016; Special Housing Authority Minutes of June 14 and 15, 2016. Regular Financing Authority Minutes of September 6, 13, 20, October 4, 11, 18, 25, November 1, 15 and 29, 2016; Regular Community Development Commission Successor Agency Minutes of October 18, 25, November 1, 15 and 29, 2016.

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

RECOMMENDATION:

Approve Regular City Council Minutes of November 15, 2016; Regular Housing Authority Minutes of June 14, 21, 28, July 12, 19, 26, September 6, 13, 20, October 4, 11, 18, 25, November 1 and 15, 2016; Special Housing Authority Minutes of June 14 and 15, 2016; Regular Financing Authority Minutes of September 6, 13, 20, October 4, 11, 18, 25, November 1, 15 and 29, 2016; Regular Community Development Commission Successor Agency Minutes of October 18, 25, November 1, 15 and 29, 2016.

STRATEGIC PRIORITIES

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

Minutes Council, Housing, Successor, Finance
December 6, 2016
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FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A cc161115

Attachment B ha160621

Attachment C ha160628

Attachment D ha.no

Attachment E ha161011

Attachment F ha.no

Attachment G ha160614.spl

Attachment H ha160615.spl

Attachment I fa160906

Attachment J fa.no

Attachment K SA161018

Attachment L sa.no

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 15, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:38 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn was absent. The City Clerk stated that the agenda was posted on Thursday at the Oxnard City Hall. Mayor Pro Tem Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments received from: Shirley Godwin; Steve Nash; Alicia Percell; Edward Castillo and Larry Godwin.

C. CLOSED SESSION

At 4:49 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed was City of Oxnard; et al. v. Aaron Starr Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

At 5:14 p.m., Mayor Flynn was present.

The City Council also recessed to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

At 6:21 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:23 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Maria Hurtado, Assistant City Manager; Daniel Rydberg, Public Works Director; Arturo Castillo, Housing Director; Thien Ng, Wastewater Division Manager; Shiri Klima, Assistant City Attorney; Ashley Golden, Development Services Director; Karl Lawson, Compliance Services Manager and Raja Bamrungpong, Public Safety IT Manager.

ITEMS REMOVED FROM AGENDA

The City Manager requested to remove reports N-5 and N-6 with the City Council concurrence.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Jessy Tapia for Receiving the California Expanded Learning Emerging Leadership Award from the California Department of Education.
DISCUSSION: Terrel Harrison, Community Service Manager commented the recognition of Jessy Tapia who oversees the after-school enrichment and academic activities offered at 20 different schools with Oxnard School District.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Armando Vazquez (looking for location); Laura Gallardo (community); Victor Gallardo (wrestling match at Cal Poly); Daniel Chavez (voting & election activity); Steve Nash (community); Harold Ceja (Colonia Road project); Pete Placencia (reducing speeding in neighborhood); Dan Pinedo (local student protest); Aaron Starr (election results); George Miller (Veteran's Day activities, election results); Pat Brown (traffic "truck" signs) and Larry Stein (election results).

G. REPORT OF CITY MANAGER

The City Manager commented on meeting with the Senior Services Commission and the availability of Cultural Arts Commission grants.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: the election process; Veteran's Day activities; Oxnard Visitors and Convention Bureau meeting and recent Oxnard Boulevard "Clean-Up" activities.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Assistant City Manager (K-2(a))(K-3) and Public Safety IT Manager (K-2(c)).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Gloria Delgado (K-3) and Daniel Chavez (K-3).

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

1. SUBJECT: Approval of Council Minutes of October 18 and 25, 2016 and Special Council Minutes of October 27, 2016.
RECOMMENDATION: Approval of Council Minutes of October 18 and 25, 2016 and Special Council Minutes of October 27, 2016.

City Manager Department2. SUBJECT: Agreements for City Council Review

RECOMMENDATION: 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. (A) (7417-16-HR) Management Partners for assistance in recruiting for technical positions within Public Works (\$25,500); (B) (7592-16-PW) Kelly Cleaning & Supplies, Inc., amendment for custodial services for Public Works facilities (\$84,785); and (C) (P.O. 006042) Sungard HTE for annual software maintenance (\$127,835).

3. SUBJECT: Amendment to Agreement for Translation Services for City Council Meetings

RECOMMENDATION: Approve and authorize the Mayor to enter into a Third Amendment to Agreement No. 5753-12-CM with All Languages Interpreting and Translating in the amount of \$57,800 for Interpreting Services at City Council meetings and the Inter-Neighborhood Council Organization's annual town hall meeting.

Development Services Department4. SUBJECT: Second Reading and Adoption of Ordinance 2910 Approving Planning and Zoning Permit No. 16-580-01 (Zone Text Amendment) - Final and Parcel Subdivision Map Approval, and Acceptance and Consent to Deeds or Grants

RECOMMENDATION: Adopt **Ordinance 2910** approving Planning and Zoning Permit No. 16-580-01 (Zone Text Amendment) - Final and Parcel Subdivision Map Approval, and Acceptance and Consent to Deeds or Grants.

Public Works Department5. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7915) for PW16-13 - Del Norte Regional Recycling & Transfer Station Facility (Del Norte Facility) Waste Tipping Floor Restoration.

RECOMMENDATION: 1) Award A-7915 to the lowest responsible and responsive bidder, American Restore, Inc., in the amount of \$169,750 for PW16-13 - Del Norte Facility Waste Tipping Floor Restoration Project, and authorize the purchasing agent to execute the contract upon receipt of final documents. 2) Approve an additional 15% (\$25,462) of the contract value of \$169,750 for a total potential funding of \$195,212 for contingency reserves in the event of unforeseeable change orders for this project.

6. SUBJECT: Administering Agency-State Master Agreement 07-5129F15 for Federal Aid Projects and Resolution Authorizing the Mayor to Execute Program Supplements

RECOMMENDATION: 1) Approve Administering Agency-State Master Agreement for Federal Aid Projects Agreement No. 07-5129F15 (A-7935) and authorize the Mayor to execute this Master Agreement; and 2) Adopt **Resolution No. 14,972** authorizing the Mayor or his or her designee to execute all future project- or grant- specific supplemental agreements and related documents that fall under this Master Agreement.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/ Padilla)
Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

L. PUBLIC HEARINGS

M. APPOINTMENT ITEMSN. REPORTSPublic Works Department

1. 1.SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities.

RECOMMENDATION: 1) Approve and authorize the Mayor to execute four agreements for the as-needed supply and delivery of chemicals to Water and Wastewater Treatment Facilities in the period of November 15, 2016, through November 14, 2019: (a) Agreement A-7924 with Argo Chemical, Inc. for supply and delivery of aqueous ammonia to the Water Facilities in the amount of \$61,722; (b) Agreement A-7927 with JCI Jones Chemical, Inc. for supply and delivery of sodium hydroxide and sodium hypochlorite to the Water Campus and Blending Station No. 3 in the amounts of \$214,744 and \$132,692, respectively, sodium hydroxide and sodium hypochlorite to the Wastewater Treatment Plant (WWTP) in the amounts of \$119,801 and \$597,010, respectively, and sodium hydroxide and sodium hypochlorite to the Advanced Water Purification Facility (AWPF) in the amounts of \$23,960 and \$36,340, respectively, for a total purchase amount of \$1,124,547; (c) Agreement A-7928 with Kemira Water Solutions, Inc. for supply and delivery of ferric chloride to the WWTP in the amount of \$1,358,546; (d) Agreement A-7929 with Univar USA, Inc. for supply and delivery of sodium bisulfite to the WWTP in the amount of \$138,969 and of citric acid, hydrogen peroxide, sodium bisulfite and sulfuric acid to the AWPF in the amounts of \$119,402, \$206,777, \$13,897 and \$357,008, respectively, for a total purchase amount of \$836,053; and 2) Approve and authorize the Mayor to execute Purchase Order 6039 for the as-needed supply and delivery of liquid lime to the AWPF in the period of November 15, 2016 through November 14, 2017, in the amount of \$117,300.*

DISCUSSION: The Wastewater Division Manager commented on the required use of chemicals and bid process.

The Assistant City Attorney reviewed the bid process and City options.

The City Council commented on: storage requirements and chain of “custody” information.

ACTION: Approved as recommended with removal of N-1(b)* (MacDonald/Perello). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

City Attorney Department

2. 2.SUBJECT: Emergency Work at Golf Course Clubhouse

RECOMMENDATION: Adopt **Resolution No. 14,973** terminating the action regarding the emergency at the River Ridge Golf Club’s clubhouse, making findings therefor, and ordering that the remainder of the clean-up, demolition and repair work at the facility be completed by giving notice for bids.

DISCUSSION: The City Manager, City Attorney and Assistant City Attorney reviewed the emergency actions taken, completion of emergency work, the need for more work, insurance information and request to terminate “emergency” resolution.

ACTION: Approved as recommended. (Ramirez/MacDonald). Ayes: Padilla, Perello, Flynn Ramirez and MacDonald.

Housing Department4. SUBJECT: Funding Request for Homeless Winter Shelter

RECOMMENDATION: Authorize the use of \$30,000 of Salary Savings from the Housing Department to fund a Winter Warming Shelter for the Homeless at the Oxnard National Guard Armory for the 2016-2017 winter, and authorize the City Manager or designee to execute agreements necessary to participate in the 2016-2017 Winter Warming Shelter for Homeless at the Oxnard National Guard Armory.

DISCUSSION: The Housing Director reviewed: proposed change of location to Oxnard; the proposed budget and services to be provided at an Oxnard location.

The City Manager discussed the financial position for hosting Winter Shelter.

Public comments received from: Daniel Chavez; Steve Nash; Gloria Delgado; Abel Magana; Francine Castanon; Barbara Maci-Ortiz and Aaron Starr.

The City Council discussed homeless issues including the partnership with Ventura, proposed winter location, funding, services and possible future options.

ACTION: Approved as recommended (MacDonald/Ramirez). Ayes: Flynn, Ramirez, MacDonald and Padilla. Noes: Perello (stating that due to limited funds that “no” additional funds (over the \$30,000) be approved at any later date this calendar year.)

Finance Department3. SUBJECT: Repeal of Wastewater Rates

RECOMMENDATION: Report on the repeal of the wastewater rates and the issues that it has created for the Wastewater fund, as well as a general process to move forward in securing the proper funding for the Enterprise fund.

DISCUSSION: The City Manager reported on impacts of the initiative including possible financial penalties, possible availability of funds, stopping Wastewater Capital Improvement Projects, maintenance of immediate needs and essential “Wastewater” needs.

Public comments received from: Aaron Starr; Robert Chatenever; Alicia Percell; Larry Stein; George Miller; Steve Nash and Daniel Chavez.

The City Attorney commented on the past infrastructure “fee” study.

The Public Works Director reviewed proposed projects

The City Council discussed: the established infrastructure fee; providing “bare minimums” services, providing “safe” wastewater system; community “trust” and possible increased of “interest” rates.

ACTION: The City Council provided comments and directions to staff.

Public Works Department

5. SUBJECT: Progress Report on City Operation of Del Norte Regional Recycling and Transfer Station (MRF) and Environmental Resources Division Optimization Planning and Implementation Project, Approval of Agreement (A-7764) for Development of an Environmental Resources Division Optimization Planning and Implementation Project, and Approval of a Budget Appropriation of Funds

RECOMMENDATION: 1) Receive An Annual Progress Report on City Operation of Del Norte Regional Recycling and Transfer Station (MRF); 2) Approve and authorize the Mayor to execute a three-year agreement with E. Tseng and Associates, Inc. (A-7764) in the amount of \$842,500 for the development of an Environmental Resources Division Optimization Planning and Implementation Project; and 3) Approve an appropriation of funds in the amount of \$280,833 from Environmental Resources Operating Fund Balance to the Environmental Resources Administrative & Planning for the optimization planning and implementation assessment.

ACTION: Removed from agenda

City Attorney Department

6. SUBJECT: Marijuana Code Amendment

RECOMMENDATION: Approve the first reading by title only and waive further reading of an ordinance amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

ACTION: Removed from agenda

O. PUBLIC COMMENTS ON REPORTSP. PUBLIC COMMENTS ON STUDY SESSIONQ. STUDY SESSIONR. ADJOURNMENT

At 10:49 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 21, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:49 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello and Jose Andrade were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Maria Hurtado, Assistant Executive Secretary; Scott Whitney, Assistant Executive Secretary and Stephen Fischer, General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. APPOINTMENT ITEM

ITEMS REMOVED FROM AGENDA

The Commissioners concurred to remove (N- 2) and (N-3) from the agenda.

F. CEREMONIAL CALENDAR

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

J. REVIEW OF INFORMATION/CONSENT AGENDA

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

L. INFORMATION CONSENT AGENDA

N. REPORTS

Housing Department

2. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2017.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$17,353,320 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2017 and, 2) approve and authorize the use of \$143,999 of unrestricted cash/investments to fund the projected deficit.
ACTION: Concurred to continue to June 28, 2016.

3. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2017.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$7,574,053 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2017, as presented for each project area and, 2) approve and authorize the use of \$420,204 of unrestricted cash/investments to fund the projected deficit.

ACTION: Concurred to continue to June 28, 2016.

I. PUBLIC COMMENTS ON REPORTS

H. REPORT OF EXECUTIVE SECRETARY

I. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

M. PUBLIC HEARINGS

City Manager Department

4. SUBJECT: FY 2016-2017 Operating and Capital Budget Public Hearing. (20/40)

RECOMMENDATION: That Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2016-17 operating and capital budgets for the Oxnard Housing Authority.

DISCUSSION: The Commissioners discussed receiving "public comments" and continuing this Public Hearing to June 28, 2016.

ACTION: Moved to hear the public comments this evening and adjourn Public Hearing to June 28, 2016 (Ramirez/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla and Andrade. Noes: Perello.

DISCUSSION: Public comments received from: Michael Gleason; Julie Miller; Daniel Kalbacker; Daniel Chavez; Al Velasquez and George Miller.

ACTION: Moved to adjourn Public Hearing to June 28, 2016 (Ramirez/Flynn) unanimously.

CITY COUNCIL

At 11:10 p.m. the joint meeting with the City Council concluded.

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:10 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 28, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:47 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello and Jose Andrade were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Scott Whitney, Assistant Executive Secretary; Stephen Fischer, General Counsel; Maria Hurtado, Assistant City Manager; Dave Millican, Special Financial Counsel, Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Ashley Golden, Development Services Director; Chris Williamson, Principal Planner; Kymberly Horner, Economic Development Director; Arturo Castillo, Housing Director and Ingrid Hardy, Cultural and Community Services Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

E. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Chairperson Flynn presided.

D. APPOINTMENT ITEM

F. CEREMONIAL CALENDAR

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

H. PUBLIC HEARINGS

City Manager Department

SUBJECT: Adopt a resolution approving the Housing Authority's Fiscal Year 2016-17 Operating and Capital Budget.

ACTION: Removed from the agenda.

RECESS:

At 9:36 p.m., the Housing Authority recessed and at 9:52 p.m., the Housing Authority reconvened.

K. REVIEW OF INFORMATION/CONSENT AGENDA

L. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

M. INFORMATION CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for April 12, 19 and 26, May 3, 10, 17 and 24, and June 7, 2016.

RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Padilla) Ayes: MacDonald, Padilla, Perello, Andrade, Flynn, and Ramirez. Absent: Vega.

I. REPORT OF EXECUTIVE SECRETARYJ. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTSCITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 10:24 p.m. the joint meetings with the City Council and Commission Development Commission Successor Agency concluded.

O. REPORTSHousing Department

2. SUBJECT: SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2017.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt **Resolution No. 1294** approving and adopting the recommended \$17,353,320 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2017 and, 2) approve and authorize the use of \$143,999 of unrestricted cash/investments to fund the projected deficit.
DISCUSSION: The Housing Director reviewed the past year's Section 8 program, homeless Veteran's program, administration costs and maintenance improvements.

The Commissioners discussed: budget funding from HUD; maintenance of building; housing benefits for veterans; location of tenants under "Section 8" program and best pr. .

ACTION: Approved as recommended (MacDonald/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla, Perello and Andrade. Absent: Vega.

3. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2017. (5/10)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt **Resolution No. 1295** approving and adopting the recommended \$7,574,053 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2017, as presented for each project area and, 2) approve and authorize the use of \$420,204 of unrestricted cash/investments to fund the projected deficit.

DISCUSSION: The Housing Director outlined the Public Housing Budget including asset management of projects, use of “limited benefited” employees, administration expenses, capital funds, funds from “tenant” income and expenses.

The Commissioners provided comments on the use of temporary (limited benefited) employees and the need for improvements of buildings

ACTION: Approved as recommended (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello, Andrade and Flynn. Absent: Vega.

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:01 p.m. the Commissioners concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 12, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 19, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

July 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

September 6, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 13, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 20, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 4, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 18, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
October 11, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello and Jose Andrade were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Hall. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Stephen Fischer, General Counsel; Maria Hurtado, Assistant City Manager; Scott Whitney, Police Chief; Arturo Castillo, Housing Director and Ingrid Hardy, Cultural and Community Services Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. EXECUTIVE DIRECTOR/SECRETARY

H. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

I. REVIEW OF INFORMATION/CONSENT AGENDA

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

K. INFORMATION CONSENT AGENDA

L. PUBLIC HEARINGS

M. APPOINTMENT ITEMS

N. REPORTS

Housing Department

3. SUBJECT: Awarding of 39 Section 8 Program Project Based Vouchers to Many Mansions for the Vista Pacifica Development

RECOMMENDATION: That the Housing Authority of the City of Oxnard Board of Commissioners: Approve the awarding of 39 Section 8 Project Based Vouchers to Many Mansions for the Vista Pacifica development project and authorize the Housing Director to submit a notice to the U.S. Department of Housing and Urban Development (HUD) of our intent to assign 39 vouchers to the Vista Pacifica Development and to demonstrate that the Oxnard Housing Authority (OHA) has sufficient budget authority to carry-out this planned project-based activity.

DISCUSSION: The Housing Director requested the approval of vouchers to proceed with Many Mansions development.

ACTION: Approved as recommended. (MacDonald/ Padilla). Ayes: MacDonald, Padilla, Perello, Andrade, Flynn and Ramirez. Absent: Vega.

CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 10:03 p.m. the joint meeting with the City Council concluded.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:03 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 25, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
November 1, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
November 15, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
November 29, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Special Meeting
June 14, 2016

A. ROLL CALL/POSTING OF AGENDA

At 10:08 a.m., the special meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Commissioner Jose Andrade and Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Maria Hurtado, Assistant Executive Secretary; Scott Whitney, Assistant Executive Secretary and Jefferson Billing, Deputy General Counsel.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for victims of Florida shooting.

C. PUBLIC COMMENTSD. REPORTSCity Managers Department

1. SUBJECT: Fiscal Year 2016-2017 Operating Budget - June 14 and 15 City Council Budget Workshops.

RECOMMENDATION: 1) Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2016-2017 Budget on June 28, 2016; and 2) Conduct two budget workshops on June 14 and 15 with the primary intent of (1) understanding the City's financial position, (2) understanding departmental accomplishments, goals and performance measures, and (3) providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.

DISCUSSION: The Executive Secretary introduced the budget presentation including challenges (decline of Carmen Override revenues, water & wastewater revenues) vacancy rates, upcoming report of audit, use of General Fund balance, expenditures, revenues, actual positions, expense assumptions, pension costs, Measure "O" funding projects, Measure "O" funding recommendations.

ACTION: The Housing Authority received report and provided comments.

RECESS

At 12:59 p.m., the City Council concurred to recess and at 1:43 p.m., the City Council reconvened.

CITY COUNCIL

At 3:53 p.m. the joint meeting with the City Council concluded.

R. ADJOURNMENT

At 3:53 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Special Meeting
June 15, 2016

A. ROLL CALL/POSTING OF AGENDA

At 10:08 a.m., the special meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello and Jose Andrade were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Maria Hurtado, Assistant Executive Secretary; Scott Whitney, Assistant Executive Secretary and Arturo Casillas, Housing Director.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for victims of Florida shooting.

C. PUBLIC COMMENTS

Public comment received from: Steve Nash.

D. REPORTS**City Managers Department**

1. SUBJECT: Fiscal Year 2016-2017 Operating Budget - June 14 and 15 City Council Budget Workshops.

RECOMMENDATION: 1) Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2016-2017 Budget on June 28, 2016; and 2) Conduct two budget workshops on June 14 and 15 with the primary intent of (1) understanding the City's financial position, (2) understanding departmental accomplishments, goals and performance measures, and (3) providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.

DISCUSSION: The Housing Director reviewed department goals, accomplishments, performance measures including focusing on homelessness issues, increasing of affordable housing (construction of Las Cortes, first-time homebuyer loans), applying for housing grants, funding resources and providing (educational, health, employment) benefits available onsite,

Public comment received from: George Miller.

The Commissioners discussed: breaking the cycle of homelessness; first-time home buyer program; rental inspection program standards; services provided to assistance residents and waiting list for public housing assistance.

ACTION: The Housing Authority received the report and provided comments.

JUNE 15, 2016

OXNARD HOUSING AUTHORITY

PAGE 2

CITY COUNCIL

At 11:19 a.m., the concurrent meeting with the City Council concluded.

E. ADJOURNMENT

At 11:19 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 6, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:17 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello. The Secretary Designate stated that the agenda was posted on Thursday at City Hall. Chairperson Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Ed Ellis and Patrick Barrios. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Maria Hurtado, Assistant Executive Director; Scott Whitney, Assistant Executive Director City Manager and Stephen Fischer, General Counsel.

E. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Financing Authority Minutes of November 10, 17, December 01, 08 and 15, 2015, January 5, 12, 19, 26, February 2, 9, 23, March 1, 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24, June 7, 14, 21, 28, July 12, 19 and 26, 2016.

RECOMMENDATION: Approve regular minutes of November 10, 17, December 01, 08 and 15, 2015, January 5, 12, 19, 26, February 2, 9, 23, March 1, 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24, June 7, 14, 21, 28, July 12, 19 and 26, 2016.*

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Perello/Ramirez)
Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello. *Absent: Perello only on July 26, 2016.

J. PUBLIC HEARINGSK. APPOINTMENT ITEMS

L. REPORTSN. FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTSM. REPORT OF EXECUTIVE DIRECTORCITY COUNCIL

At 8:19 p.m. the joint meeting with the City Council concluded.

R. ADJOURNMENT

At 8:19 p.m. the Oxnard Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 13, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 20, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 4, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 11, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
October 18, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
October 25, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 1, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 15, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 29, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 18, 2018

A. ROLL CALL/POSTING OF AGENDA

At 6:01 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Tony Grey and Bret Robles. Mayor Flynn presided. Staff members present were: Greg Nyhoff, Executive Director; Maria Hurtado, Assistant Executive Director; Stephen Fischer, General Counsel; Daniel Rydberg, Public Works Director; James Throop, Interim Chief Financial Officer; Kymberly Horner, Economic Development Director; Arturo Castillo, Housing Director; Ingrid Hardy, Cultural and Community Services Director; Ashley Golden, Development Services Director and Todd Moody, Special Counsel.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. EXECUTIVE DIRECTOR/SECRETARY

H. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

I. REVIEW OF INFORMATION/CONSENT AGENDA

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

K. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Community Development Successor Agency Minutes May 17, 24; June 7, 14, 21 and 28; July 12, 19 and 26; September 6, 13, 20; and October 4 and 11, 2016. Special Meetings of June 13 and 20, 2016.

RECOMMENDATION: Community Development Successor Agency Minutes May 17, 24; June 7, 14, 21 and 28; July 12, 19 and 26; September 6, 13, 20; and October 4 and 11, 2016. Special Meetings of June 13 and 20, 2016.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

L. PUBLIC HEARINGSM. APPOINTMENT ITEMSN. REPORTSEconomic Development Department1. SUBJECT: Downtown Vision Plan.

RECOMMENDATION: Staff recommends that the: City Council accept the Downtown Vision Plan and direct staff to prepare and return with an Implementation Plan; and Community Development Commission Successor Agency accept the Downtown Vision Plan and direct staff to prepare and return with an Implementation Plan.

DISCUSSION: The Executive Director commented on: possible development of downtown Oxnard compared to other communities; working on an “implementation” plan; public outreach: use of public arts; development of a Downtown Vision plan including “mix-use” and having a “private/public” business plan.

The Economic Development Director outlined the gathering information, community input regarding a “downtown vision” and possible “downtown” regulations updated.

The Public Works Director outline possible development including traffic changes including bicycles paths and being “pedestrian” friendly.

David Sargent, Congress with New Urbanism, discussed: “downtown” development; reconfigure areas around Plaza Park; having live/work structures; infill development; providing downtown services and structures.

The Cultural and Community Services Director commented how “arts” can impact the downtown atmosphere, arts having an impact on the community including engaging the community.

The Development Services Director discussed parking strategies including in-lieu fees, parking sharing, parking meters, encourage “other transportation” options and possible future parking structure.

The Housing Director briefly discussed homeless issues, goals to reduce “homelessness in the community” and development of “long-term” services.

Public comments received from: Orlando Dozier; Gary Blum; Aurelio Ocampo; Pat Brown; Louise Carrisle; Steve Nash; George Sorkin; Roger Poirier; Daniel Chavez; George Miller; Jackie Tedeschi; Abel Magana; Alex Rivera; Al Velasquez; Vincent Bezares and Aaron Starr.

The Commissioners discussed: working with business community, development of downtown policies, examining downtown “traffic” flow, downtown zoning requirements, past “downtown” plans, housing policies, homelessness issues and staffing needs.

ACTION: The Commissioners provided comments and directions to staff.

2. SUBJECT: Downtown Vision Plan

RECOMMENDATION: Staff recommends that the: City Council accept the Downtown Vision Plan and direct staff to prepare and return with an Implementation Plan; and Community Development Commission Successor Agency accept the Downtown Vision Plan and direct staff to prepare and return with an Implementation Plan.

DISCUSSION: The Economic Development Director review the plan to dissolve the former Redevelopment properties, the need to have a “development” plan, process to transfer properties, settlement agreements with La Dolce Vita, submitting of ROPS, RiverPark amendment, disposition of properties and “long-range” plans.

Public comments received from: Amanda Fegan (Naval Base Ventura County) and George Miller.

The Special Counsel reviewed the settlement agreement with La Dolce Vita.

The Commissioners discussed: the progress to “sell” properties including disposition of Heritage Square properties and payment of attorney fees.

ACTION: The Commissioners provided comments and directions to staff.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

CITY COUNCIL

At 10:51 p.m. the joint meeting with the City Council concluded.

R. ADJOURNMENT

At 10:51 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 25, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 1, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 15, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 29, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: December 6, 2016

TO: City Council

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: A. SM Tires for purchase of wheels and tires for 950K Caterpillar Wheel Loads at Del Norte Facility (\$42,782).

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

BACKGROUND

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

FINANCIAL IMPACT

Agreements for City Council Review
December 6, 2016
Page 2

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.

ATTACHMENTS:

Attachment A: City Manager Contract List

City Manager Contract List for 12/06/2016

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

A Purchase of Wheels and Tires for 950K Caterpillar Wheel Loads at Del Norte Facility

Vendor:	SM Tire	Amount to be Approved:	\$42,782
Type:	Purchase Order	Current FY Amount:	\$42,782
Agreement No.:		Total Contract Amount:	\$42,782
Amendment No.:	N/A	Funding Source:	Environmental Resources Enterprise Fund
Purchase Order No.:	TBD	Vendor Selection Process:	Informal Bids
Begin Date:		# of Bids/Proposals/Quotes:	4
End Date:		Project Manager:	Todd Vasquez-Housley
Term:		Department:	Public Works - Environmental Resources Division
		Telephone:	385-7957
		Email:	toddvhousley@oxnard.org

Purpose: The Environmental Resources Division requests the purchase for two sets of wheels and tires (4 per set) to replace the existing wheels and tires on 950K Caterpillar Wheel Loaders. The existing wheels and tires have exceeded their useful life cycle and are due for replacement. Wheel loaders move and load waste into tractor-trailers at the Del Norte Regional Recycling & Transfer Station. The Environmental Resources Division received four (4) bids and SM Tire submitted the lowest responsible bid for \$42,782. Funds are available from the Environmental Resources Enterprise Fund - FY 2016-17 Capital Outlay.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Trade Services Agreement with Weiser Security Services Inc. for Security for Oxnard Transit Center (OTC)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That City Council approve the award and authorize the Mayor to execute a trade services agreement with living wage to Weiser Security Services, Inc., beginning December 7, 2016, for security patrol services for up to three years at the Oxnard Transit Center (OTC) at 201 East Fourth Street in the estimated amount of \$190,467 for the first year and is not to exceed \$220,000, for a three-year estimated total of \$582,905 (Agreement No. A-7919).

BACKGROUND

On May 25, 2016, the City's purchasing division issued a request for proposals for unarmed, licensed security patrol services at the OTC. The city received nine bids by the deadline of June 22. During the bid evaluation, the living wage ordinance required an increase in the living wage to \$15.14 per hour. All bidders were asked to submit their adjusted bid for the hourly rates with the new living wage rate. The low bidder is Weiser Security Services, Inc. The proposed agreement for trade services is for one year, with two one-year options for a term of three years. The contract's hourly wage rate would be adjusted annually on July 1 for increases in the living wage, which is based on the consumer price index for all urban consumers (CPI-U).

The City of Oxnard owns the OTC at 201 E. Fourth Street. The OTC is a 13,000 square foot, two story building that operates 365 days per year as western Ventura County's main train station. The building is open 5:00 a.m. to 10:00 p.m., Monday – Friday, and weekends from 6:00 a.m. – 10:00 p.m. The security guards may be required to work overtime if, for example, Amtrak or Metrolink arrive after the building closes, and for special or unusual circumstances. Local and regional bus service, taxi service, and various retail businesses also operate at the center. The property includes four affiliated public parking lots, bus and rail loading platforms, and landscaped areas spread over slightly more than five acres. Security cameras and an indoor concierge desk provide a central location for security officers and high visibility for the patrons, employees, and business owners. The City has closed circuit television surveillance cameras inside and outside the building, with a central station at the concierge desk. Union Pacific Railroad owns the railroad tracks on the east side of the building.

Weiser Security Services, Inc. must demonstrate its employees have attended training and received appropriate certification of competence for licensed security officers. All security officers are unarmed. The vendor's employees are expected to serve as the City's main customer contact for visitors to the OTC. The vendor's security guards must demonstrate high levels of skill dealing with the public. The security guards will serve as a helpful and pleasant contact to visitors and travelers as well as the business owners and employees. The City's approach is to address public nuisances early and diplomatically. Security guards will work with the Oxnard Police Department as needed to enforce city and state laws. The security guards will enforce city policies about unauthorized persons not remaining on the premises unless they have business at the OTC and its affiliated public parking lots.

The current vendor is Weiser Security Services Inc. (Agreement No. 2033-06-PW). Weiser was paid \$202,788.47, which included overtime, for security services at the OTC in fiscal year (FY) 2015-16. The current, billed hourly rate for security guards is \$22.45, and the supervisor's billed rate is \$23.95 per hour. Weiser has been the security firm at the OTC since November 2006.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The contract for services is for one year, with two one-year options, for a total of three years. The estimated cost of the contract is \$190,467 for the first year, excluding overtime. The first year not-to-exceed amount is \$220,000. There is sufficient funding in the FY16-17 budget to cover the cost of this contract, not exceeding \$220,000. Funding is included in the TDA Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The anticipated cost of the remaining two contract years will be requested in the budget processes.

Agreement for Weiser Security Services

December 6, 2016

Page 3

The vendor's hourly wage rate would be adjusted annually on July 1 for increases in the living wage. The low bidder's hourly rate for security guards is \$22.61 per hour. Overtime is paid at time and a half. The estimated total amount of the contract is \$582,905, if 2% increases occur in the CPI-U. The following table summarizes this information.

Contract Year	Annual Estimated Cost Without Overtime	CPI-U Assumption
1	\$190,467	0%
2	\$194,276	2%
3	\$198,162	2%
Total	\$582,905	

The OTC operations and maintenance do not receive General Fund revenue. Funding for the OTC is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds. The FY 2016-17 claim for Article 4 Local Transportation Funds was \$511,059. The claim amount is established by a formula with annual adjustments. Other revenue sources for the OTC operations are rents (lease revenues), interest earnings on unspent TDA funds, and utility pro-rata share payments from tenants. The FY 2016-17 adopted budget for lease revenues (which includes utility share payments) is \$192,973.

ATTACHMENTS:

Attachment A. Weiser Agreement No. A-7919

Agreement No. A-7919

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this day of , 2016, by and between the City of Oxnard (“**City**”) and Weiser Security Services, Inc., Private Patrol Operator License Number 15691, (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services:

Patrol security services for the Oxnard Transit Center (OTC), 201 East Fourth Street, Oxnard, as set forth in **Exhibit B** attached hereto and incorporated by this reference in full herein (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 1 above according to the schedule set out in **Exhibit B**. Vendor shall be excused for delays resulting from causes beyond the control of Vendor. The area for security patrol services is identified in **Exhibit C**.

3. This Agreement shall begin on December 7, 2016, and shall end on December 6, 2017. Additionally, there shall be two (2) one-year options to renew the Agreement with the mutual written consent of both parties. The City Manager is hereby authorized to both approve and execute those options without further action by the City Council. City may terminate this Agreement at any time, with or without 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. City shall pay Vendor for Services at the following hourly rates: for a California licensed security guard straight time \$22.61 per hour, for weekend/holiday \$22.61 per hour, for overtime/premium \$33.92 per hour. The total amount paid shall not exceed \$220,000 for the Services performed during the term of this Agreement. 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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 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-C, 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-C.

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: Weiser Security Services Inc., ATTN: Michael Morris, 10044 Pioneer Blvd., Santa Fe Springs, CA 90670. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Development Services Department, ATTN: Sabrina Rodriguez, 214 South C Street, Oxnard, CA 93030.

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

CITY OF OXNARD

VENDOR

Greg Nyhoff, City Manager



Michael Morris, Branch Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ashley Golden, Director



Cynthia Daniels, Project Manager

EXHIBIT A**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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$15.14 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. (Contractor or 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 (Contractor or 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 (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

1. 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 **\$15.14 per hour** for each hour that such employee provides Services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, 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 pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT INS-C
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$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 location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-C. 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 and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-C 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.

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 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/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

SAMPLE

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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ 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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
LIMIT OF LIABILITY			
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: 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 _____	

EXHIBIT B

SCOPE OF WORK, HOURS OF OPERATION, PATROL AREA

The Oxnard Transit Center (OTC) is a two-story, 13,000 square feet brick motif building that opened in 1986. The total facility is slightly over five acres, and includes lighted parking lots, bus and rail loading facilities, and landscaped areas. Patrol security guard staffing operations at the OTC are Monday – Friday from 5:00 a.m. to 10:00 p.m., and Saturday and Sunday from 6:00 a.m. – 10:00 p.m., seven days a week, every day of the year (365 days per year), including City holidays.

Vendor will provide patrol security services to the OTC located at 201 East Fourth Street. The main concentration of patrol time is located in and around the OTC and its surrounding parking lots, and rail and bus loading platforms.

The parameters for the private patrol operation are as follows:

Site Patrol

1. One uniformed patrolperson (California licensed security guard) on site from 5:00 a.m. to 10:00 p.m., Monday – Friday and Saturday and Sunday from 6:00 a.m. – 10:00 p.m., seven days (“Regular Business Hours”).
2. Two uniformed patrolpersons (California licensed security guards) on site during peak hours of operation from 9:00 a.m. – 6:00 p.m. Monday – Friday.
3. Patrols will take place periodically by a variety of means. Patrols may include vehicles, bicycle, foot, video surveillance, and a combination thereof.

Patrolperson Responsibilities

The assigned patrolperson (California licensed security guard) will:

1. Patrol assigned areas as required. The assigned areas include bus platforms, train platforms, lobby and kiosks areas, restrooms, waiting areas, public areas within and outside the building, and both long-term and short-term parking lots.
2. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.
3. Provide information as directed to employees, the public, and visitors of the OTC.
4. Deter loss, damage, or misuse of the property.
5. Open and close the OTC, utilizing the alarm systems.
6. Regularly survey the security and safety status of the OTC area and report findings.
7. Assist in the evacuation of OTC area patrons and employees as necessary.
8. Monitor activity occurring within the OTC and on the OTC property. Investigate any suspicious activity and notify law enforcement when appropriate.
9. Assist fire department, medical services, and police agencies as necessary.

10. Maintain and update the security procedures manual, commonly known as "Post Orders."
11. Maintain a professional appearance at all times.
12. Provide a daily log noting exceptional events and observations.
13. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
14. Locate persons who are loitering and/or disturbing patrons of the OTC. Advise those who are not patrons of the OTC that they are trespassing and ask them to leave the property.
15. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.

Vendor Responsibilities

1. Vendor will provide adequate supervision for all patrolpersons.
2. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
3. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
4. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
5. Each security guard and supervisor assigned to this project must be able to speak, read, and write in English.
6. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
7. At least one patrolperson on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons. Female patrolpersons are highly encouraged.
8. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on the property.
9. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence. The written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the downtown and central business district.
10. Vendor shall avoid overtime/premium pay rates when scheduling patrolpersons to work during Regular Business Hours.

Reports of Violations of Laws

No patrolperson shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law that come to his or her attention. High-grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or

personal visit to the City watch commander or other person charged with the duty of receiving reports of law violations.

OTC Security Services Hours Per Week

<u>Day</u>	<u>Hours</u>	<u>First Security Guard</u>	<u>Second Security Guard</u>	<u>Total Hours</u>
Monday	5:00 - 22:00	5:00 - 22:00	9:00 - 18:00	26
Tuesday	5:00 - 22:00	5:00 - 22:00	9:00 - 18:00	26
Wednesday	5:00 - 22:00	5:00 - 22:00	9:00 - 18:00	26
Thursday	5:00 - 22:00	5:00 - 22:00	9:00 - 18:00	26
Friday	5:00 - 22:00	5:00 - 22:00	9:00 - 18:00	26
Saturday	6:00 - 22:00	6:00 - 22:00	0	16
Sunday	6:00 - 22:00	6:00 - 22:00	0	16
Total				162

PROPOSAL DOCUMENTS

COMPENSATION SCHEDULES

Living Wage Adjustment for July 1, 2016 \$15.14 per Hour

Proposer Name:

Weisen Security Services, Inc.

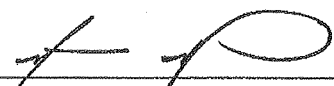
The above-named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents. Price for services should be identified in hourly rates by job title.

CITY SECURITY GUARD SERVICES	Cost Per Hour
Security Guard Patrol Services	\$ 22.61
Holiday Weekend Guard Services	\$ 22.61

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor. Price will not be the only factor.


Authorized Signature

Michael Morris
Print Signature

Branch Manager
Title

Authorized Signature

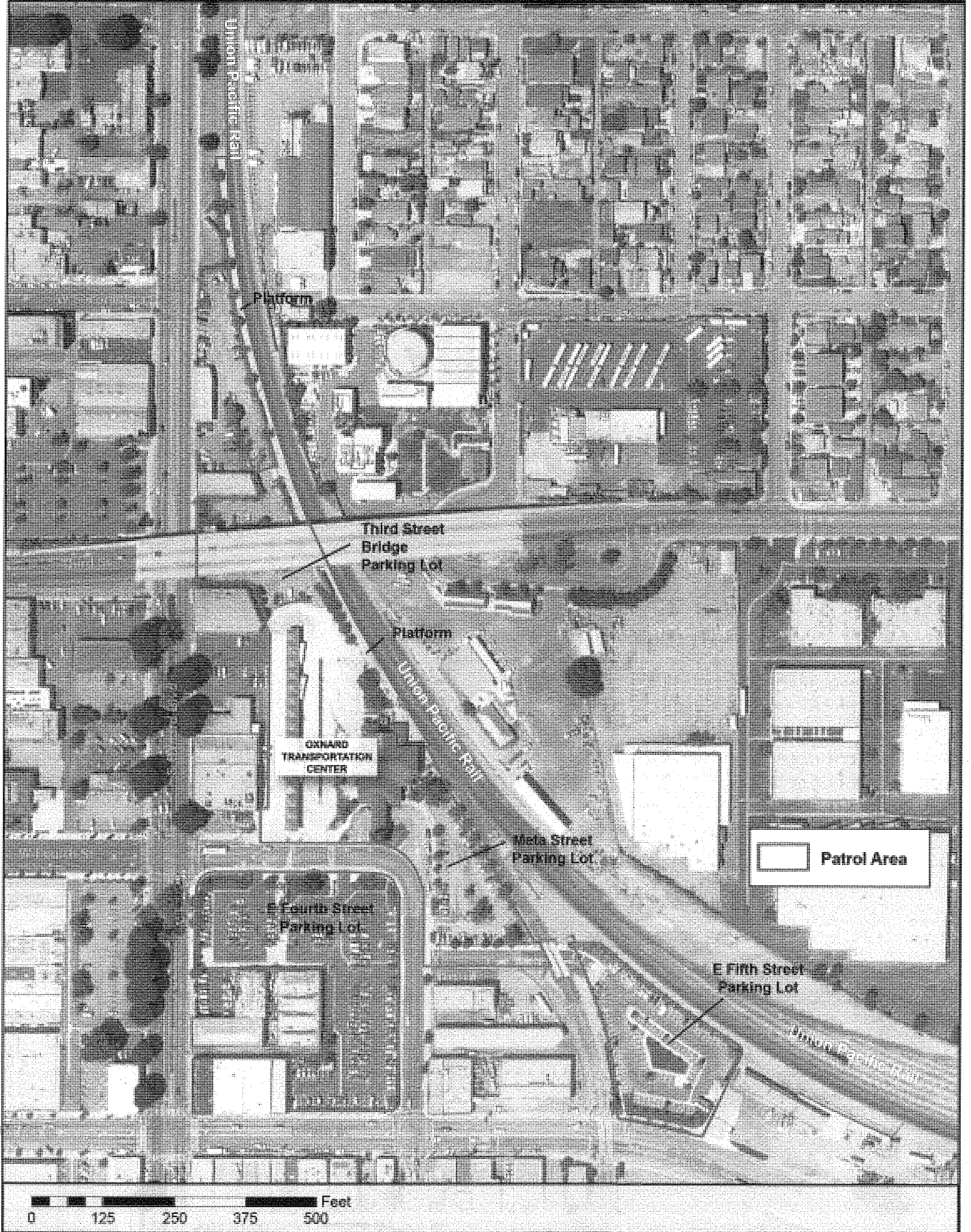
Print Signature

Title

Submit with Proposal

EXHIBIT C
PATROL AREA—OXNARD TRANSIT CENTER

Patrol Area - Oxnard Transit Center





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Gold Coast Transit District Lease at 201 E. Fourth Street

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That City Council:

1. Approve a lease in the estimated amount of \$271,575 with Gold Coast Transit District (GCTD) for 10 years beginning January 1, 2017, and ending December 31, 2026, for Suite 103A at the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7907).
2. Approve a special budget appropriation to increase the lease revenue for Fiscal Year (FY) 2016-17 for the OTC operating budget by \$15,780 resulting in a new total of \$208,753.

BACKGROUND

GCTD requests a new lease for a term of 10 years. In 2001, GCTD obtained a lease for Suite 103A at the Oxnard Transit Center for their customer service center (Agreement No. A-6035). The current lease expired on June 30, 2016, and the terms continue on a month-to-month rental (Agreement No. 5673-12-CM). The monthly rent has increased annually by three percent. The current monthly rent is \$997.14, and the pro-rata share of utilities is \$206.19 per month. City Council Ordinance No. 2520 authorizes the city manager or purchasing agent to approve the rental or lease of city-owned property for not more than three years or \$50,000 per year. Actions

on rental or lease of city-owned property for more than three years or more than \$50,000 per year are to be presented to the City Council for approval. The ordinance specifically mentions leases at the Oxnard Transportation Center.

The terms of the lease for the 331 square feet of office space in Suite 103A are:

1. Rent increases annually of 2% until January 1, 2020.
2. On January 1, 2020, rent is increased based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County California area published by the United States Department of Labor, Bureau of Labor Statistics for each new 12 month period provided, however, that no annual increase will be greater than three percent (3%).
3. The utility pro-rata share is four point nine percent (4.9%). The utility costs are based on the actual expenses from the previous fiscal year, adjusted to exclude an estimate of the share of non-building utility expenses (e.g. landscaping irrigation and outdoor lighting), plus an escalator. The utility pro-rata share under the new lease would be \$217.12 per month for the first year. The first year's utility escalator is two percent (2%), which is the amount used in the adopted Fiscal Year (FY) 2016-17 city budget.

STRATEGIC PLAN

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

FINANCIAL IMPACT

The lease would generate revenue to the OTC operating budget. Revenue for rent is estimated not to exceed \$241,746 over ten years. The pro-rata contribution for monthly utility expenses is estimated to be \$28,528 over ten years. GCTD would pay a refundable deposit of \$1,300 (equal to a maximum of one month's rent). The total estimated amount of the lease is \$271,575. The funds would be used for on-going operations at the OTC (Fund 213).

Anticipated lease revenues of \$192,973 are included in the FY2016-17 Adopted Budget (account 213-3110-557.74-41) for the OTC operations. The special budget appropriation would increase revenue by \$15,780 from new leases, rent increases, and increases in the tenants' pro-rata share of utility costs implemented after the budget was adopted. Future revenues will be included in the Recommended Budget of the following fiscal years.

ATTACHMENTS:

Gold Coast Transit District Lease at 201 E. Fourth Street
December 6, 2016
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Attachment A. Lease

Attachment B. Lease Revenue Estimate

Attachment C. Special Budget Appropriation

LEASE

This Lease ("Lease") is made as of ____ day of _____, 2016, by and between the CITY OF OXNARD, ("Landlord") and Gold Coast Transit District, ("Tenant"). Each of Landlord and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

1. Leased Premises

Landlord hereby leases to Tenant, and Tenant leases from Landlord for the term, at the rental, and pursuant to the covenants, provisions and conditions set forth herein, that certain space (the "Leased Premises") situated at 201 E. Fourth Street, Suite 103A in the Oxnard Transit Center ("Building"). The Leased Premises are outlined and depicted in Exhibit "A" attached hereto and incorporated by this reference in full herein.

2. Term

2.1 Term. The term of this Lease ("Term") shall commence on January 1, 2017 (the "Commencement Date") and shall expire on December 31, 2026 (the "Expiration Date"), subject to earlier termination as provided herein.

3. Rent

3.1 Base Rent. During the Term, Tenant agrees to pay Landlord as "Base Rent" for the Leased Premises, the sum of \$997.14 per month, (subject to adjustment as hereinafter provided). The Base Rent shall be due and payable to the Landlord on the first day of each and every calendar month during the Term. Base Rent for the first month of the Term, or portion thereof, shall be paid concurrent with the execution of this Lease. If the Commencement Date is not the first day of a calendar month, or if the Term ends on a day other than the last day of a calendar month, then the rental for such partial month(s) shall be prorated based on a 30-day month.

3.2 Annual Adjustment of Base Rent. The Base Rent shall be increased every twelve (12) months after the Commencement Date ("Adjustment Date(s)") during the Term in an amount equal to two percent (2%) for each new twelve (12) month period until September 30, 2019. Beginning on October 1, 2019, the Base Rent shall be increased during the Term in an amount equal to the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County California area published by the United States Department of Labor, Bureau of Labor Statistics for each new twelve (12) month period provided, however, that no annual increase will be greater than three percent (3%).

3.3 Additional Rent. All amounts due from Tenant to Landlord under this Lease other than Base Rent shall constitute "Additional Rent." The Base Rent and Additional Rent are sometimes collectively referred to hereinafter as "Rent." Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender

at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

3.4 Interest; Late Charges. All amounts due and unpaid under this Lease shall accrue interest from the date due until paid at the lesser of the prime or reference rate charged by the Bank of America, N.A. plus three percent (3%) or the highest rate permitted by law (the "Default Rate"). It is also agreed between the Parties that if any installment of Base Rent shall be due hereunder and unpaid as of the fifth (5th) day of any month, a five percent (5%) late/administrative charge shall be immediately added to the amount owing and shall also be due and payable, the Parties recognizing that they cannot establish with certainty the damage and additional administrative expense Landlord will suffer in the event Tenant fails to pay such amount when due and the Parties agreeing that such late charge represents the reasonable estimate of the Parties as to the amount of such damage and additional administrative expense.

INITIAL

Tenant: _____

Landlord: _____

3.5 Additional Expenses Payable by Tenant. Tenant shall pay a reasonable charge determined by Landlord for any use of utilities or services in excess of utilities or services customarily provided for Tenant or in addition to those set out in Section 10, which Section covers normal utility charges. Tenant shall pay for any additional or unusual janitorial or security guard services required by reason of Tenant's use of the Premise or by reason of improvements in the Premises other than improvements made by Landlord.

4. Security Deposit

Concurrent with the execution of this Lease, Tenant shall deposit with Landlord \$1,300.00 as a security deposit for the performance by Tenant of the provisions of this Lease. If Tenant is in default under this Lease, Landlord may use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from such default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Section so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant is not in default and has vacated the Leased Premises by the Expiration Date, Landlord shall return the security deposit to Tenant. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord may maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

5. Delivery and Condition of Leased Premises

5.1 Landlord shall deliver physical possession of the Leased Premises to Tenant upon the execution of this Lease by both Parties. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county

and state laws, ordinances and regulations governing the use of the Leased Premises, and any easements, licenses, covenants, conditions or restrictions of record, including without limitation any Declaration of Covenants, Conditions and Restrictions, executed by Landlord, and accepts this Lease subject thereto and subject to all matters disclosed thereby.

5.2 Tenant acknowledges that Landlord has not made any representation or warranty whatsoever as to the condition of the Leased Premises including, but not limited to, the condition of the existing building or the electrical, plumbing, fire sprinkler pressure (if there are any fire sprinklers), lighting, air conditioning and heating therein, or the present or future suitability of the Leased Premises for the conduct of Tenant's business.

5.3 Landlord shall not be liable for any latent or patent defects in or about the Leased Premises. Tenant hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Leased Premises.

5.4 Tenant shall, upon taking possession of the Leased Premises, and with Landlord's prior written approval, prepare plans ("Plans") and obtain all necessary permits for, and commence construction upon the Leased Premises of, any and all improvements necessary to open and operate Tenant's business (the "Improvements").

6. Use of Leased Premises

6.1 Limitation on Use. Tenant shall use the Leased Premises solely for a customer service center and administrative offices, including storage of system information and fare instruments for transit operation.

6.2 Tenant's Operation of Business. Tenant shall continuously and uninterruptedly during the entire Lease Term:

6.2.1 At a minimum, remain open for business during usual business hours Monday through Friday, except customary federal and state holidays;

6.2.2 Adequately staff its business with sufficient employees;

6.2.3 Conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such a manner that the high reputation of the Landlord and the Premises is maintained; and

6.2.4 Warehouse, store or stock only such items as Tenant requires to conduct its business.

6.3 Anti-discrimination and Equal Opportunity. Tenant shall, throughout the Term, comply with the provisions set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

6.4 Prohibited Uses; Alterations. Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance on the Building or any of its contents, or that causes a cancellation of any insurance policy covering the Building, the Leased Premises or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from the Landlord's insurance policy or any insurance Tenant is required by Landlord to obtain, which policies are described in Section 8 of this Lease. Tenant shall not commit or cause to be committed any nuisance or waste in or on the Leased Premises or permit anything to be done in or about the Leased Premises that will in any way conflict with the CC&Rs or any law, statute, ordinance or governmental rule or regulation now in force or hereafter in force. Tenant shall not display, store, or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the exterior walls and permanent doorways of the Leased Premises without Landlord's prior written consent. Tenant shall not, without the prior written consent of Landlord, sell merchandise from vending machines or allow any coin operated vending or gaming machines on the Leased Premises. Except as otherwise provided herein, Tenant shall not make or cause to be made any alterations, repairs, additions or improvements to any part of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

7. Insurance

Tenant shall deliver to the Landlord copies of policies of insurance and certificates evidencing the existence and amounts of the insurance described herein below with loss payable clauses and additional insured endorsements in favor of Landlord and cross-liability endorsements. Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term except after thirty (30) days prior written notice to Landlord. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California and reasonably acceptable to Landlord. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. All public liability, property damages and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry. Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord thirty (30) days prior to the expiration of any such policy. In the event Tenant fails to maintain any of the insurance set forth herein below, Landlord may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse Landlord as Additional Rent and immediately on demand, for the cost incurred by Landlord together with interest on such cost at the Default Rate from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant. Tenant shall, at Tenant's sole expense, obtain and keep in force during the Term, the following coverages:

7.1 **Liability Insurance.** A liability insurance policy insuring Landlord and Tenant against any liability for bodily injury and property damage arising out of the ownership, use, occupancy or maintenance of the Leased Premises, Building, and/or the Premises by Tenant, its guests and/or invitees. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.00 per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of Section 13. The limits of said insurance shall not, however, limit the liability of Tenant hereunder;

7.2 **Insurance of Improvements and Contents.** A policy or policies of insurance against damage (by fire, theft, vandalism, malicious mischief, all risks normally insured against by extended coverage, and if the Building has sprinklers, the added perils of sprinkler leakage and earthquake sprinkler leakage) to the Improvements, any other improvements made to the Leased Premises by Tenant, and Tenant's stock in trade, furniture, personal property, fixtures and equipment on the Leased Premises, with coverage in an amount equal to the actual cash value thereof. Tenant may, with Landlord's prior written consent, elect to have a reasonable deductible in connection with such insurance;

7.3 **Worker's Compensation Insurance.** Tenant shall, during the Term, keep in full force and effect a policy or policies of worker's compensation insurance, with coverage not less than the minimum required by the State of California. Landlord and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other and any other tenant of space in the Building (as well as the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to claims for injury to any person(s), and/or damage to the Leased Premises or any other part of the Landlord's Premises, and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Leased Premises or the Building) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by Landlord or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for Landlord) from its insurer(s) under each policy required to be obtained pursuant to Sections 7.1 and 7.2 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against Landlord.

8. Damage

8.1 **Partial Damage-Insured.** In the event the Leased Premises or the Building are damaged by any casualty which is covered under fire and extended coverage insurance carried by Landlord, then Landlord shall restore such damage provided sufficient insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within one hundred and eighty (180) days after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event this Lease shall continue in full force and effect, unless Tenant elects to terminate the Lease. If Tenant does not elect to so terminate, Tenant shall be entitled to an abatement or reduction of Rent based on the reduction of usable square footage during the restoration period.

8.2 Partial Damage-Uninsured. In the event the Leased Premises or the Building are damaged by a risk not covered by Landlord's insurance or the proceeds of available insurance are less than the cost of restoration, or if the restoration cannot be completed within one hundred and eighty (180) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to (1) repair or restore such damage, this Lease continuing in full force and effect and Tenant shall be entitled to an abatement or reduction of Rent based on the reduction of usable square footage during the restoration period, or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on such date so specified in such notice and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Base Rent theretofore paid in advance for any period of time subsequent to such date. Notwithstanding the Landlord's election to repair or restore damage to the Leased Premises or the Building as provided herein, Tenant may elect to terminate the Lease by following the same notice procedure outlined for Landlord in subsection (2) above of this section.

8.3 Total Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

8.4 Landlord's Obligations. The Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any decorations, partitions, floor covering or any other improvements or property installed in the Leased Premises by Tenant or at the direct or indirect expense of Tenant. Tenant shall be required to restore or replace same in the event of damage unless this Lease is terminated as provided herein. Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall Tenant have the right to terminate this Lease as the result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Leased Premises or the Building including Sections 1932(2) and 1933(4) of the Civil Code of the State of California, except as expressly provided herein.

9. Condemnation

If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Leased Premises. If any part of the Building other than the Leased Premises shall be so taken or appropriated, Landlord shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be

apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business.

10. Utilities

Tenant shall pay for its pro-rata share of all water, sewer, gas, heat, and electricity services supplied to the Leased Premises, based upon the ratio of the rentable floor area of the Leased Premises of 331 square feet as compared to all space that is rentable in the Building, which is 6,784 square feet. For purposes of implementing the provisions of this Section 10, Landlord and Tenant hereby agree that Tenant shall pay as its pro-rata share four point nine percent (4.9%), which is calculated as follows, 331 square feet divided by 6,784 square-feet, of all such utility services supplied to the Leased Premises. Tenant shall also pay for Tenant's own telephone service and all other services and/or utilities supplied to the Leased Premises. Notwithstanding the foregoing, Landlord shall not be liable in damages or otherwise for any failure, interruption or unavailability of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Tenant to terminate this Lease or receive any abatement of Rent hereunder.

11. Taxes

Tenant shall pay at least ten (10) days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all:

- (i) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Leased Premises and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen, and
- (ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Leased Premises, (collectively, "Taxes") and Tenant shall deliver to Landlord copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant.

If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Building is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the taxes on any of these items or the taxes based on the increased assessment caused by these items, Tenant, on demand, shall immediately reimburse Landlord for the sum of the taxes levied against Landlord, or the proportion of the taxes resulting from the increase in Landlord's assessment. Landlord shall have the right to pay these taxes regardless of the validity of the levy.

11.1 Possessory Interest Tax: Landlord and Tenant agree that this Lease may create a possessory property interest which is subject to property taxation, in which event that party in whom such interest is vested may be subject to and shall pay such property taxes.

12. Compliance with Laws

Tenant agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, the CC&R's and any other covenants or restrictions of record. Tenant agrees to secure any federal, state or local licenses or permits required in order to use the Leased Premises for the purposes specified hereinabove. Tenant shall secure such licenses and permits before the Commencement Date of this Lease.

13. Indemnity and Exculpation

13.1 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, and its officers, officials, employees, volunteers and agents against any and all claims, liabilities, losses, costs, expenses, including without limitation attorneys' fees and costs ("Claims or Liabilities") including without limitation those resulting from theft, vandalism, personal injury, disability or death, and even if caused in whole or in part by the passive negligence of Landlord, its agents, staff or employees (e.g., failure to supervise or control, or warn of or remove a condition on or about the Leased Premises) arising from:

- (i) The condition of the Leased Premises and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),
- (ii) Tenant's and Tenant's Representatives' use of the Leased Premises, including without limitation the construction of the Improvements and any other work performed therein,
- (iii) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or
- (iv) The conduct of Tenant's business operated on or about the Leased Premises or any act or negligence of Tenant, or any of Tenant's Representatives, except that Tenant shall not indemnify, defend and hold harmless Landlord from and against any claims to the extent they result solely from the active negligence or willful misconduct of Landlord or Landlord's agents, staff, employees, consultants, officers, successors and assigns (collectively, "Landlord's Representatives").

In case any action or proceeding be brought against Landlord, and/or its officers, officials, employees, volunteers and agents by reason of any such claim, Tenant, upon

notice from any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to such party.

Tenant, as a material part of the consideration given to Landlord, hereby (i) assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Leased Premises during the Term hereof but excluding any claims (except for those claims arising from Landlord's alleged failure to supervise or control Tenant's actions or Tenant's use of the Leased Premises) arising from the active negligence or willful misconduct of Landlord, and (ii) waives all claims in respect thereof against Landlord, and its officers, officials, employees, volunteers and agents.

13.2 Exemption of Landlord From Liability. It is hereby agreed that Landlord shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Leased Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether said damage or injury results from conditions arising upon the Leased Premises or from other sources. It is hereby agreed that Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building.

14. Default and Remedies

14.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

14.1.1 Any failure by Tenant to pay any Rent at the time said payment is due:

14.1.2 The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant;

14.1.3 The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

14.1.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at

the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Termination. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

14.2.1 The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

14.2.2 The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

14.2.3 The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

14.2.4 Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

14.2.5 At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs 14.2.1 and 14.2.2 above, the "worth at the time of award" is computed by allowing interest at the Default Rate. As used in subparagraph 14.2.3 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

14.3 Additional Remedies

14.3.1 In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 14.1.2 above), and if Landlord does not elect to terminate this Lease and Tenant's right to possession of the Leased Premises by electing the remedy provided in Section 14.2 above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

14.3.2 Landlord entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 14.2 above.

14.3.3 The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

14.4 Landlord Default; Tenant Right to Terminate

14.4.1 Default. Landlord shall be in breach of this Lease should Landlord fail to meet its obligations under this Lease, including the obligation to maintain the Building and common areas, where such failure continues for fifteen (15) days after written notice thereof by Tenant to Landlord; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion;

14.4.2 Tenant Right to Terminate. In the event of any such default by Landlord, then in addition to any other remedies available to Tenant at law or in equity, Tenant shall have the immediate option to terminate this Lease and all rights of Landlord hereunder by giving written notice of such termination.

15. Maintenance

15.1 Landlord's Obligation. Landlord shall maintain in good order, condition and repair all portions of the Building not the obligation of Tenant or any other tenant in the Building to maintain and repair, such as Common Areas, except for any repair necessitated by the wrongful act of Tenant or any of Tenant's Representatives.

15.2 Tenant's Obligations. Tenant, at its sole cost and expense, shall keep, maintain and, if necessary, repair all portions of the Leased Premises as well as all improvements on the Leased Premises and all facilities appurtenant to the Leased Premises in good order and repair and in a safe and clean condition, including without limitation the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate or other glass, floor covering, interior ceiling and walls, all electrical equipment, all heating, ventilation, exhaust, make-up and air conditioning equipment, all plumbing, sewage and sprinkler systems, if any, and all other equipment installed in or located outside of the Leased Premises but otherwise exclusively serving the Leased Premises. In the event Tenant fails to make repairs and/or maintain the Leased Premises or any part thereof in good order, condition and repair, Landlord may give Tenant ten (10) days notice to do such acts as are reasonably required to so repair or maintain the Leased Premises. In the event Tenant fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by Landlord until the date of repayment by Tenant shall be paid by Tenant as Additional Rent hereunder. Landlord may, but shall not be required to, recover such expenditures from the security deposit established pursuant to Section 4 of this Lease.

Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Leased Premises by Tenant as a result of performing any such work. In the event of emergency repairs, Tenant hereby grants to Landlord the right to enter upon the Leased Premises at any time.

15.3 Maintenance of Glass. Notwithstanding anything which may be or appear to be herein to the contrary, Tenant shall, at its own cost and expense, repair and replace any plate or other glass in any window on the Leased Premises that is broken for any reason. Should Tenant fail to repair or replace any broken glass within two (2) days after same is broken, Landlord may, without notice to Tenant, replace or repair such glass and Tenant shall immediately reimburse Landlord as Additional Rent for the cost thereof together with interest on such cost at the Default Rate from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant.

15.4 Waiver by Tenant. Landlord shall have no obligation to repair or maintain the Leased Premises or improvements constructed therein except as provided in this Lease. Tenant hereby waives all right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease.

16. Landlord's Right of Entry

Tenant shall permit Landlord or Landlord's Representatives to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord also reserves and shall at any and all times have the right to enter the Leased Premises in connection with any utilities to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Leased Premises and any portion of the Building without abatement of rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

17. Transfers

17.1 Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Leased Premises, and shall not sublet, franchise, or license all or any part of the Leased Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the quality or character of the business operation conducted on the Leased Premises or throughout any other portion of the Building is or may be in any way adversely affected during the term of the Lease by such proposed assignment, license, franchise, transfer, mortgage, encumbrance or subletting, or if the financial worth, capability and/or liquidity of the proposed new tenant is less than that of Tenant at the time of the execution of this Lease or if the proposed new tenant has less experience in operating a business of the specific type as Tenant's than does Tenant.

17.2 Bankruptcy. In the event that Tenant files any type of petition in bankruptcy or has same filed against it and Landlord does not elect to terminate this Lease or is deemed to have waived its right to terminate this Lease, and in the event that the trustee or receiver appointed by the bankruptcy court attempts to assume this Lease and thereupon or otherwise assign it to a third party, then:

- (i) Such assignee shall have a net worth at least equal to that of the Tenant at the time of execution of this Lease,
- (ii) The business of the assuming third party shall be consistent with the character and concept of the Project, and
- (iii) All other provisions of 11 U.S.C. 365, as well as other applicable Bankruptcy Law provisions for Landlord's protection, shall be satisfied before any assignment of Tenant's rights, or assumption of Tenant's obligations under this Lease. This subparagraph shall not be deemed to waive any of Landlord's rights under Bankruptcy Law or otherwise.

17.3 Management. In the event Tenant fails to exercise such management and control of the business hereunder permitted to be conducted in the Leased Premises, as is ordinarily exercised by an owner of such a business, then Landlord shall have the right to approve the manager, franchisee, independent contractor, employee or other person or entity selected by Tenant to operate and conduct such business on the Leased Premises. The preceding sentence shall not be deemed to restrict Tenant from delegating day to day management of the Tenant's business, or taking vacations, but shall restrict Tenant from surrendering authority for setting general policy and business practices of the business. If Tenant makes such restricted selection or appointment without first securing Landlord's consent thereto, then Landlord, upon thirty (30) days' written notice to Tenant, shall have the right to terminate this Lease. Landlord shall not unreasonably withhold such consent.

17.4 Effect of Assignment. No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's attorneys' fees for the review of any proposed assignment or sublease as provided herein. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

18. Rules and Regulations

Tenant and its employees, agents and visitors shall observe faithfully the Rules and Regulations as set forth in Exhibit "C" attached hereto and incorporated by this reference in full herein, and such other and further reasonable Rules and Regulations as Landlord may from time to time adopt. Landlord shall not be liable for violation of any Rules and Regulations or the breach of any provision of any lease by any other tenant or other party in the Landlord's premises.

19. Attorneys' Fees

In case of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred.

20. Notices

All communications, notices and demands of any kind that either Party may be required or desires to give to or serve on the other Party shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To Landlord:	City of Oxnard, Development Services Department ATTN: Project Manager, Transit Services 214 South C Street Oxnard, CA 93030
With a copy to:	City Attorney's Office 300 W. Third Street Oxnard, CA 93030
Tenant:	Gold Coast Transit District ATTN: Director of Engineering 301 East Third Street

Oxnard, CA 93030

Any such notice shall be presumed to have been received on the earlier of:

- (i) Personal delivery to the address(es) shown above,
- (ii) One (1) day after delivery to Federal Express or other like overnight delivery service, or
- (iii) Forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address.

21. Subordination; Attornment

21.1 Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust or ground lease ("Mortgage"), now or hereafter in force against the land, Leased Premises and Building, and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

21.2 The provisions of this Section 21 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

22. Surrender

By entry hereunder, Tenant accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of the said Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises with said appurtenances in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises. Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, and Tenant shall repair any damage occasioned by such removal.

23. Holding Over

If Tenant, with Landlord's express written consent, remains in possession of the Leased Premises after expiration of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a Base Rent determined in accordance with Sections 3.1 and 3.2 above (with the commencement date of such tenancy constituting an Adjustment Date) and

upon all provisions of this Lease applicable to such a month-to-month tenancy. If Tenant remains in possession of the Leased Premises after expiration or earlier termination of this Lease without the express written consent of Landlord, such possession by Tenant shall be deemed a tenancy at sufferance at a rental rate of three hundred percent (300%) of the rental rate in effect as of such expiration or earlier termination.

24. Estoppel Certificate

Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit "D", attached hereto. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances, of the Leased Premises or of all or any portion of the Building of which the Leased Premises are a part. Tenant's failure to deliver such statement within ten (10) days of Landlord's written request therefor shall be a binding agreement of Tenant:

- (i) That this Lease is in full force and effect without modification except as may be represented by Landlord,
- (ii) That there are no uncured defaults in Landlord's performance hereunder, and
- (iii) That not more than one monthly installment of Base Rent has been paid in advance.

Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

25. Binding on Successors and Assigns

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

26. Waivers

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

27. Entire Agreement; Amendments

There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the Party to be charged.

28. Time

Time is of the essence of this Lease.

29. No Broker

Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

30. Severability

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

31. Applicable Law

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

32. Corporate Tenant; Partnership

In the event Tenant (or a general partner of Tenant) shall be a corporation, the persons executing this Lease on behalf of such corporation hereby covenant, represent and warrant that such corporation is a duly constituted corporation in good standing and qualified to do business in the State of California; all franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be

filed when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation. In the event Tenant is a partnership, the persons executing this Lease on behalf of Tenant hereby represent and warrant that Tenant is duly organized and validly existing and is qualified to do business in the State of California; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are authorized to execute and deliver this Lease on behalf of the partnership.

33. Waiver of Redemption Rights

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

34. No Reservation or Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution thereof by Landlord and Tenant.

35. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

36. Captions

The captions of the paragraphs of this Lease or any Exhibits or Riders attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

37. Pest Control

Landlord is responsible for all pest control such as mice, rats, fleas, roaches, ants, vermin, insects, and other pests. Landlord provides pest control services monthly and special pest control service if pest control issues arise. Tenant shall notify Landlord of any pest control issue and Landlord shall within a reasonable amount of time retain pest control services to identify and if necessary eradicate any pest control issue. For purposes of this Agreement, "a reasonable amount of time" shall not exceed seventy-two (72) hours after Tenant's initial notification of a pest control issue. If a pest control issue is due to Tenant's cleanliness, Tenant shall be responsible for the cost of special pest control services. Tenant agrees to allow Landlord, without interference, to engage in chemical and mechanical pest control measures within the Leased Premises. Tenant shall receive at least twenty-four (24) hours prior written

notice with instructions for preparing the Leased Premises for spraying. Tenant agrees to fully cooperate with Landlord and pest control service, and properly prepare the Leased Premises as necessary.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

LANDLORD:

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

James Throop, Chief Financial Officer

APPROVED AS TO CONTENT:

Ashley Golden, Director
Development Services Department

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager**TENANT:**

By: Steven P. Brown
Its General Manager

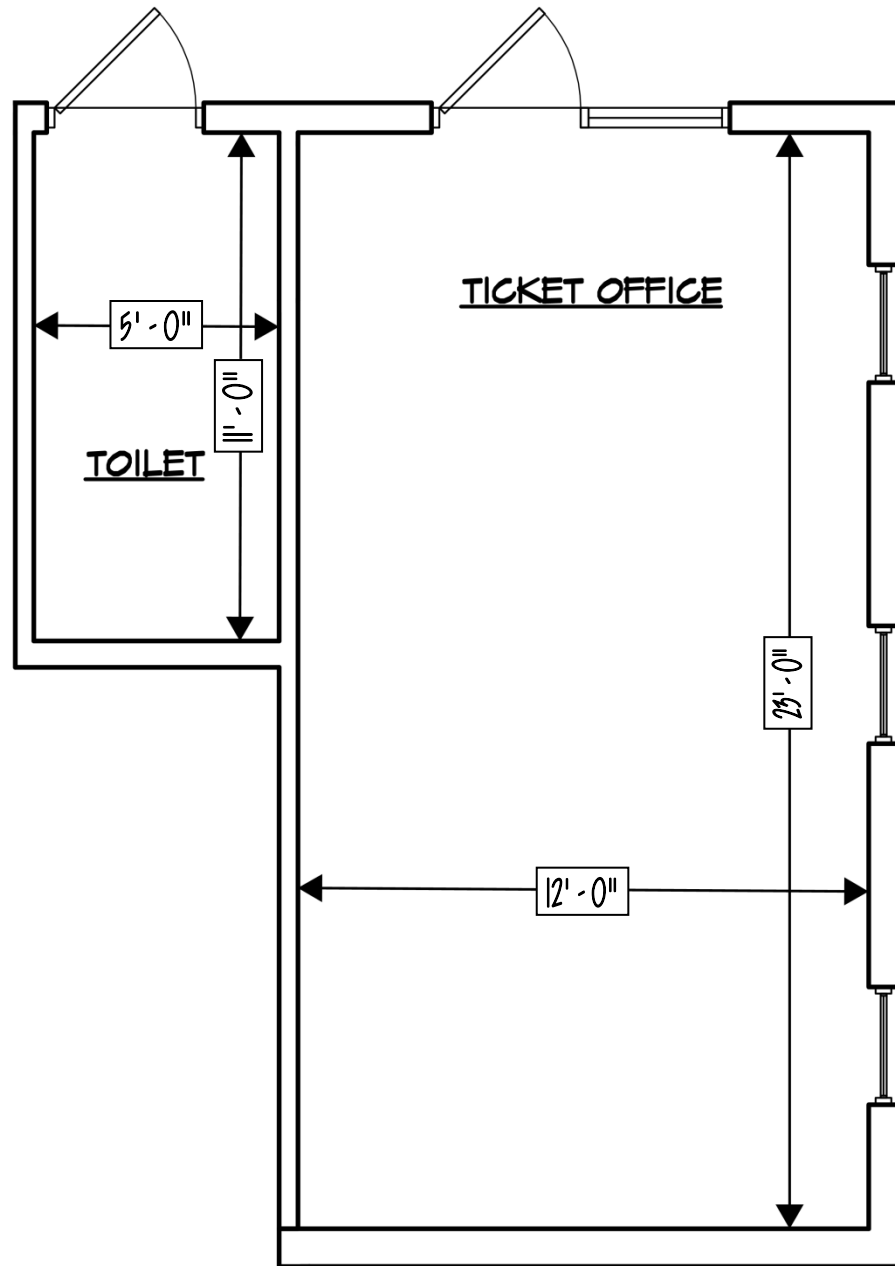
APPROVED AS TO CONTENT:

Cynthia Daniels, Project Manager

Exhibit “A”**PREMISES**

1. Rentable square footage: 331 sq. ft.
2. Use of Premises: Customer service center and administrative office including storage of system information and fare instruments for transit operations
3. Normal Business Hours: Monday through Friday 7:00 a.m. to 7:00 p.m.
4. Floor Plan attached.

Gold Coast Transit District CUSTOMER SERVICE CENTER



FLOOR PLAN

331 sq-ft (approximate)



Exhibit “B”

ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, mental or physical disability, sexual orientation, familial status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall Tenant or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Leased Premises or the improvements thereon. The foregoing covenants shall run with the land.

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, mental or physical disability, sexual orientation, familial status, national origin or ancestry in the construction of any improvements on the Leased Premises.

The Tenant shall refrain from restricting the rental or lease of the Leased Premises on the basis of race, color, creed, religion, sex, marital status, mental or physical disability, sexual orientation, familial status, ancestry or national origin of any person. All leases, deeds or contracts which Tenant proposes to enter into with respect to the lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Leased Premises shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses which shall be binding on all contracting parties or transferees:

(a) In leases:

“The tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, mental or physical disability, sexual orientation, familial status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased.”

(b) In contracts:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, mental or physical disability, sexual orientation, familial status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall any party to this

contract, 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 of the land.”

Exhibit "C"

Rules and Regulations

THESE RULES AND REGULATIONS are published by the CITY OF OXNARD ("Landlord") for the OXNARD TRANSPORTATION CENTER ("OTC") for the purpose of regulating the deportment of the occupants and the use of the OTC necessary or convenient for the property operation, maintenance and care of the OTC. The term "OTC" shall include all present and future buildings or structures and the parking lots, ramps, platforms and docks and other areas and improvements included within the OTC. The term "Tenants" shall refer to the tenants or other occupants of the OTC. The term "Premises" shall refer to that portion of the OTC rented to Tenants.

Landlord reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the OTC, and for the preservation or order therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulation against any or all of the Tenants. These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the covenants, agreements, terms and conditions of any Lease affecting the OTC or any portion thereof.

1. All areas of the OTC other than those under the lease to Tenants, including public halls, lobbies and stairs shall be under the sole and absolute control of Landlord, its agents or employees who shall have the exclusive right to regulate and control these areas. The sidewalks, halls, passages, exists, entrances, elevators, malls, escalators and stairways of the OTC shall not be obstructed by any of the Tenants, or used by them for any purpose other than for ingress to and egress from any Premises. Landlord and/or its agents or employees reserve the right to exclude or expel from the OTC any person who, in the judgment of the Landlord and/or its agents or employees is intoxicated or under the influence of liquor or drugs, or who shall in any manner act in violation of any of the Rules and Regulations of the OTC. Tenants and other persons may not go upon the roof of the structures of the OTC.
2. Landlord, its agents or employees reserve the right to exclude from the main building of the OTC persons who do not present a pass or other identification acceptable to Landlord and/or its agents or employees. If passes are required, Landlord will furnish passes to persons for whom any Tenant requests a pass. Each Tenant shall be responsible for all persons for whom it requests passes or requests admission to the main building of the OTC, and Tenant shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission or exclusion from the OTC of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's (and/or its agents or employees) sole and absolute discretion, Landlord and/or its agents or employees reserve the right to prevent access to the OTC during the continuance thereof of such actions as Landlord and/or its agents or employees may deem appropriate, including closing and locking doors.
3. The normal business hours of the main building at the OTC shall be the hours of approximately 6:30 a.m. to 7:30 p.m. every day of the week.
4. Landlord retains absolute control over the exterior appearance of the OTC and the exterior appearance of any Premises as viewed from the exterior of the Premises or the OTC, public halls or passageways, and Tenants shall not, without Landlord's prior written consent, install or permit to be installed any lighting, paintings, drapes, blinds, shades, signs, lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the OTC, public halls or

passageways. If any Tenant obtains permission and installs any of the above items, such Tenant shall not make any changes, alternations or modifications to said installed items without prior written consent of Landlord, and such Tenant shall maintain such items at its expense in a neat and orderly manner at all times.

5. The directory of the OTC will be provided for the display of the name and location of Tenant and its principal officers and Landlord may exclude any other names from the directory.
6. In the event any Tenant fails to keep and perform any of the terms and conditions hereof notwithstanding any provision to the contrary in the Lease, immediately upon written notice of default from Landlord, Landlord may restore any Premises or OTC to its original condition, and such Tenant shall reimburse Landlord upon demand for such cost of restoration. Landlord may demand that such Tenant immediately restore the Premises or OTC to its original condition, Such a default shall constitute a default under such Tenant's lease and Landlord may resort to any and all legal remedies which Landlord may desire to assert.
7. When any electric wiring is introduced into the structures of the OTC, it must be connected as directed by the Landlord and/or its agents and employees, and no boring or cutting of wires will be allowed without the consent of the Landlord. The location of telephones and/or telephone control stations, telegraph instruments, computer and/or word processing equipment, telegraph instruments, electric appliances, call boxes, and similar instruments shall be prescribed by the Landlord, its agents or employees. No apparatus of any kind, other than normal small office machines and equipment, shall be connected to the electrical system of the OTC without the written consent of Landlord.
8. Tenants shall not mark, paint, drill into any part of the Premises or the OTC without the prior written consent of Landlord. Tenants shall not string or use extension cords without the prior written consent of Landlord.
9. Tenants shall not do anything in the OTC, or bring or keep anything therein or thereon, which will in any way increase or tend to increase the risk of fire, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the OTC or any part thereof, or with any rules or ordinances established by any other governmental agency.
10. Tenant shall be responsible for protecting any property located on or about the Premises.
11. Landlord shall prescribe the weight, size and position of all safes, libraries, etc., used in the OTC. Any heavy load must be checked by Landlord's structural engineer at Tenant cost. Extreme conditions may require redistribution or added structural reinforcing. All damage done to the OTC by installing, removing or maintaining such heavy load shall be repaired at the expense of the Tenant in whose Premises such heavy load is located. Articles of unusual size or weight are not permitted in the OTC. Tenants shall not use any machinery which may cause any objectionable noise or tremor to the floors or walls or which by its weight might injure the floors of the OTC.
12. Tenants shall not conduct any auction in the OTC, shall not store goods, wares or merchandise on their Premises except for Tenant's own personal use, and shall not manufacture any item on their Premises.
13. All freight, miscellaneous large deliveries and furniture must be moved into, within, and out of the OTC under the supervision of Landlord's agents and/or employees and according to such regulations as may be posted in the office of the OTC, but the Landlord will not be responsible for the loss or damage of such freight, etc., from any cause.
14. The requirements of any Tenants will be attended to only upon application at the office of the OTC. Employees and/or agents of Landlord shall not perform any work, nor do anything beyond their regular duties unless under special instruction from the office of the OTC, and employees and/or

agents of Landlord will not be obligated to admit any person (Tenants or otherwise) to any office/establishment, etc., without specific instructions from the office of the OTC.

15. All keys shall be obtained from the office of the OTC and all keys pertaining to any Premises shall be returned to the office of the OTC upon termination of the lease affecting such Premises. The Tenants shall not duplicate any keys or permit any keys to be duplicated. The Tenants shall not change the locks, or install other locks on the doors without prior written consent of the office of the OTC.
16. Before any Tenant and its employees leave its Premises, they shall see that the doors of the Premises to common hallways of the OTC are closed and securely locked and shall observe strict care and caution that all water faucets, water apparatus, typewriters, copy machines, etc., and utilities are shut off so as to prevent waste or damage: and for any default or carelessness, such Tenant shall compensate the other Tenants and Landlords for all damage sustained by them.
17. Tenants shall give prompt notice to the office of the OTC of any accident to, or defects in, the OTC, including the plumbing, water pipes, electric wire or heating apparatus, burned-out light bulbs or tubes so that the same may be attended to promptly.
18. Tenants shall not use any method of heating or air conditioning other than that supplied by Landlord unless approved by Landlord in writing.
19. Tenants shall not install any radio or television antenna, loudspeaker, air conditioner or other devices on the roof or exterior walls of the OTC.
20. No vending or coin-operated machines shall be placed or maintained by any Tenant within its Premises without the prior written consent of Landlord.
21. Tenants shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing drapes and other window coverings when the sun's rays fall on the windows of the Premises. Tenants shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire safety, or lighting system. Tenants shall not tamper with or change the setting of any thermostats or temperature control valves.
22. Canvassing, soliciting and peddling in the OTC are prohibited without the written consent of the Landlord, and each Tenant shall cooperate to prevent such activity by informing such canvassers, solicitors or peddlers that such activity is not permitted at the OTC.
23. Hand trucks not equipped with rubber tires and side guards shall not be used in any space, or in the public halls of the OTC, either by any Tenant or others. No bicycles, vehicles or animals (except service animals) of any kind shall be brought into or kept in or about the Premises.
24. The toilets, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees or visitors, shall have caused the same.
25. No cooking shall be done or permitted by any Tenant on the Premises; however, the preparation of coffee, tea, hot chocolate, using a microwave, and similar items by a Tenant for its employees and business visitors shall be permitted. Tenants shall not use or keep in or about the OTC any kerosene, gasoline or inflammable or combustible fluid or material. Tenant shall not use, keep, or permit or suffer the OTC to be occupied or used in a manner offensive or objectionable to Landlord, its agents or employees by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business in the OTC. No portion of the OTC shall be used for lodging or sleeping or for any immoral or illegal purpose.

26. Tenant shall not engage in or permit any advertising or public relations which, in Landlord's opinion, tends to impair the reputation of the desirability of the OCT or suggest that Tenant is anything other than a Tenant in the OTC.

Exhibit "D"

ESTOPPEL CERTIFICATE

RE: Lease dated _____ by and between _____ "Landlord" and
 _____ "Tenant" for the Premises located at _____.

1. The term of the Lease commenced on _____.
2. The term of the Lease shall expire on _____.
3. The Lease has: (Initial one)
 () () has not been amended, modified, supplemented, extended, renewed or assigned.
4. That the basic monthly rental now in full force and effect is \$ _____.
5. That the amount of security deposit (if any) is: \$ _____.
6. That the building improvements and specific requirements to be fulfilled by Landlord according to the
 aforesaid Lease have been satisfactorily completed in all respects.
7. That the Landlord has fulfilled all of its duties of an inducement nature and is not in default in any
 manner in the performance of any of the terms, covenants or provisions of said Lease.
8. Tenant has no right to any concessions (rental or otherwise) or similar compensation in connection with
 renting the Premises it occupies, except as provided in the Lease.
9. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend
 the term of the Lease nor any option or preferential right to purchase all or any part of the leased
 Premises or all or any part of the building and Premises of which the leased Premises are a part, nor any
 right, title or interest with respect to the leased Premises other than as Tenant under the Lease.
10. Tenant understands that _____ may purchase or acquire (or lend money
 pursuant to a Promissory Note and Deed of Trust secured by) the Premises known as
 _____ and that if it does so, its action will be in material reliance upon this
 Certificate.

The undersigned Tenant and Landlord hereby certify that the above information is true and correct and that
 _____ may rely upon said information.

Dated: _____

Dated: _____

Tenant:

Landlord:

By: _____

By: _____

ADDENDUM CONSTRUCTION OF IMPROVEMENTS

Landlord grants Tenant permission for construction of improvements subject to the following conditions:

1. **Obligation to Construct.** Tenant shall, upon taking possession of the Leased Premises, prepare plans ("Plans") and obtain all necessary permits for, and commence construction upon the Leased Premises of, any and all improvements necessary to open and operate Tenant's business as described in the Section entitled "Use of Leased Premises" (the "Improvements"). All Plans shall be submitted to Landlord for approval prior to commencement of any work. Approval by Landlord shall not constitute a warranty that the Plans or the Improvements comply with applicable codes, laws, rules, regulations, covenants, conditions or restrictions, nor shall it constitute the approval of the City of Oxnard. Without limiting the scope of Landlord's review, Improvements shall not alter the Building's facade or result in the reconfiguration of the internal space of the Building or adversely affect any of the historic elements of the Leased Premises or the Building. All Improvements installed in the Leased Premises, except for the trade fixtures and rented furniture which can be removed without damage to the Leased Premises, shall at once become a part of the realty and the property of Landlord and may not at any time after their installation be removed by Tenant except if required by Landlord to do so in accordance with the Section entitled "Surrender" in Section 22 of the Lease.

2. **Pre-Construction Requirements.** Tenant shall not commence construction of the Improvements unless and until:

2.1 All required municipal and other governmental permits, authorizations and approvals shall have been obtained by Tenant and the originals thereof (or true copies thereof if such originals are required by law to be kept on the Leased Premises) shall have been delivered to Landlord; and

2.2 Worker's compensation, public liability, builder's risk and such other insurance as Landlord may reasonably require (in amounts and with limits as Landlord may reasonably designate) meeting the requirements of Section 8 hereof have been obtained and fully paid for, and shall be in full force and effect, and policies (or certificates thereof) evidencing such insurance have been delivered to and approved by Landlord.

Landlord shall, upon the written request of Tenant, execute any documents necessary to be signed by Landlord to obtain any permits, authorizations and approvals necessary to construct the Improvements, provided and upon condition that the same shall be without cost, liability or expense to Landlord.

3. **Construction Covenants.** The construction of the Improvements shall be commenced promptly after Tenant receives the required permits and approvals. Once commenced, Tenant shall cause construction of the Improvements to be diligently performed in accordance with the provisions of this Addendum, in a first-class and workmanlike manner and in accordance with all legal requirements, insurance requirements and any approved plans and specifications therefor,

and free from defects and liens of any kind or nature. The construction of the Improvements shall be performed in such manner so as not to obstruct access to or interfere with the use of the Building by Landlord or other tenants thereof, or the use of other property located within the Landlord's Premises by the owners or tenants thereof, nor to interfere with traffic flow in those portions (the "Common Areas") owned and maintained by the Landlord for the common use and enjoyment of such owners and their tenants. Tenant hereby agrees, and shall include such covenants in any contracts with its contractor(s), as follows:

3.1 Tenant's contractors shall diligently perform said work in a manner and at times which do not interfere with the use of the Building by Landlord and other tenants of the Building and do not interfere with the operation of other businesses located in the Building;

3.2 Tenant's contractors shall store all construction materials and contain all operations within the Leased Premises and such other space as Landlord may specifically permit. All trash, construction debris and surplus construction materials shall be promptly removed from the Leased Premises and adjacent areas;

3.3 Tenant and Tenant's contractors shall comply with all applicable laws, codes, rules and regulations governing the performance of such work, including all applicable safety regulations; and

3.4 Tenant and Tenant's contractors and subcontractors shall not post signs on any part of the Leased Premises.

4. **Liens.** Tenant shall complete the Improvements and any other work performed in the Leased Premises free from attachment by any mechanics' liens, stop notices or any other encumbrances. Tenant shall pay for all such work promptly, in cash or other immediately available funds, so that the Leased Premises and the interests therein of Landlord and Tenant shall at all times be free from any possible (1) liens or stop notices for labor performed or claimed to have been performed or materials supplied, or claimed to have been supplied, and (2) conditional sales contracts, title retention agreements, security interests and agreements, financing agreements, financing statements and any similar agreements. Tenant shall procure unconditional waivers and releases of lien claims in the forms set forth in Section 3262 of the California Civil Code, from all persons furnishing labor or materials with respect to such work, at the time each progress payment and/or final payment is made. Tenant shall, on or before ten (10) days after completion of any such work, execute and record a Notice of Completion pursuant to California Civil Code Section 3094. Landlord shall have the right to post in the Leased Premises, file and/or record notices of non-responsibility, and such other notices as Landlord may deem to be proper for the protection of Landlord's interest in the Leased Premises. Tenant shall, before the commencement of any work which might result in any lien on the Leased Premises or any part thereof, give to Landlord written notice of its intention to commence said work in sufficient time to enable Landlord to file and record such notices.

5. **Hazardous Materials.** Tenant agrees and represents and warrants that it shall not use or incorporate or permit or suffer to be used or incorporated in the construction of the Improvements or any other work in the Leased Premises, knowingly or unknowingly, any

material containing asbestos or other toxic or hazardous substances. Tenant furthermore agrees and represents and warrants that it shall not use or store, or permit or suffer to be used or stored in connection with the operation of Tenant's business during the Term hereof, any material containing asbestos or other toxic or hazardous substances.

6. **Tenant Improvement Allowance.** To construct the improvements reflected in Tenant's plans pursuant to paragraph 1 above, Landlord will reimburse Tenant the sum of \$0 (\$no dollars) upon presentation of invoices and satisfactory releases from the person(s) performing the construction work after Landlord has inspected and approved such.

SIGNATURE:

Landlord: _____

Tenant: _____

Year	Rent Per Month	Annual Amount	Assumed Increase	Notes	YEAR_	Utilities/Mo	Annual Utilities
1/1/17 - 12/31/17	\$ 997.14	\$ 11,965.72	0%		Year 1	\$ 217.12	\$ 2,605.44
1/1/18 - 12/31/18	\$ 1,017.09	\$ 12,205.03	2%		Year 2	\$ 221.46	\$ 2,657.55
1/1/19 - 12/31/19	\$ 1,037.43	\$ 12,449.13	2%		Year 3	\$ 225.89	\$ 2,710.70
1/1/20 - 12/31/20	\$ 1,068.55	\$ 12,822.60	3%	CPI-U up to 3%	Year 4	\$ 230.41	\$ 2,764.91
1/1/21 - 12/31/21	\$ 1,100.61	\$ 13,207.28	3%	CPI-U up to 3%	Year 5	\$ 235.02	\$ 2,820.21
1/1/22 - 12/31/22	\$ 1,133.63	\$ 13,603.50	3%	CPI-U up to 3%	Year 6	\$ 239.72	\$ 2,876.62
1/1/23 - 12/31/23	\$ 1,167.63	\$ 14,011.61	3%	CPI-U up to 3%	Year 7	\$ 244.51	\$ 2,934.15
1/1/24 - 12/31/24	\$ 1,202.66	\$ 14,431.95	3%	CPI-U up to 3%	Year 8	\$ 249.40	\$ 2,992.83
1/1/25 - 12/31/25	\$ 1,238.74	\$ 14,864.91	3%	CPI-U up to 3%	Year 9	\$ 254.39	\$ 3,052.69
1/1/26 - 12/31/26	\$ 1,275.91	\$ 15,310.86	3%	CPI-U up to 3%	Year 10	\$ 259.48	\$ 3,113.74
Total Value		\$ 241,746.74					\$ 28,528.84
Deposit		\$ 1,300.00					
Grand Total Utilities (estimated)		\$ 28,528.84					
Total Estimated Revenue		\$ 271,575.58					

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: December 6, 2016
Phone: 385-7871

Reason for Appropriation:

To appropriate TDA Article 4 revenue for the Gold Coast Transit lease to reflect increased revenue for rent increases and utility pro-rata shares from tenants at the Oxnard Transit Center (201 E. Fourth St) and a city-owned building at 273 E. Fifth St.

Accounts and Descriptions

AMOUNT

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

Revenues/Transfers in

213-3110-557-7441	Charges for Services - Lease Revenues	15,780
	Sub-total Revenues	15,780
	Net Change to Fund Balance	15,780

Approvals

Department Director	Ashley Golden
Chief Financial Officer	James Throop
City Manager	Greg Nyhoff



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Additional Appropriation for Fire Station Generators

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

RECOMMENDATION:

That City Council approve the additional appropriation of \$60,000 from the Community Development Block Grant (CDBG) reprogrammed funds from prior year completed projects to Annual Action Plan 2016-17 Capital Improvement Project Fire Station Generators, for Stations 1, 2, 3 and 5; and The City Manager or designee to execute the grant agreement.

BACKGROUND

The Fire Station Generator Replacement Project was bid in October 2016, with Quinn Power Systems providing quotes using the National Joint Powers Alliance (NJPA) cooperative purchasing pricing available for government agencies. The price for the purchase and delivery of the four generators totals \$161,028 including tax. This price does not include the cost of installation, wiring, and concrete work required to enable the generators to safely function at each station.

When applying for CDBG funds, the Fire Department had hoped to use the current concrete pads for replacement generators, however a review by the engineer has determined that three of the four pads will need to be replaced. Upon assessing the four stations with General Services the estimated cost for installation, pouring of concrete pads, wiring, and other electrical needs will be \$80,000, making the total price of the project \$240,000. The current funding for the project is

Additional Appropriation for Fire Station Generators

December 6, 2016

Page 2

\$180,000 as approved at City Council on May 3, 2016. Available and eligible funding has been identified in the amount of \$60,000 from the CDBG reprogrammed funds to cover the additional installation and concrete costs.

CDBG funds are allocated to local governments to improve public facilities. In the event of an emergency, Fire Stations become the emergency operations center for each neighborhood, providing medical services, sharing information and safety plans, and offering shelter to the public. The replacement generators will allow full capabilities to Stations 1, 2, 3 and 5 in the event of a power outage ensuring the safest response to an emergency for all members of the Oxnard community.

STRATEGIC PRIORITIES

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

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Approval of this recommendation will not impact the General Fund Budget. The funding of \$60,000 will be appropriated from CDBG reprogrammed funding to CDBG Fire Capital Outlay (Account 285-2280-826-8605 / Project 772260).

ATTACHMENTS:

Budget Appropriation CDBG

Fire Generator Agreement 2016-17

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Darwin Base

Date: November 1, 2016
Phone: 805-385-7700

Reason for Appropriation:

Appropriation of \$60,000 from the Community Development Block Grant (CDBG) reprogrammed funds from prior year remaining balances of completed programs to Annual Action Plan 2016-17 Fire Station Generators for Stations 1, 2, 3 and 5

Accounts and Descriptions

AMOUNT

Fund: CDBG ENTITLEMENT (285)

Expenditures/Transfers Out

Fire Station Generators (772260)

285-2280-826.86-05 CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE 60,000

Sub-total Expenditures 60,000

Net Change to Fund Balance (60,000)

Net Appropriation Change 60,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

HUD Agreement No. B16MC060534
Agreement No. 7489-16-HO

INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS ("Agreement") by and between the **CITY OF OXNARD HOUSING DEPARTMENT**, a department of the City of Oxnard ("Grantee Department") and the **CITY OF OXNARD FIRE DEPARTMENT**, a department of the City of Oxnard ("Recipient Department") is made and entered into as of **July 1, 2016**. Grantee Department and Recipient Department are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The City of Oxnard ("City"), through the Grantee Department, has received Community Development Block Grant funds ("CDBG") from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations ("CFR").

B. 24 CFR 570.501(a) permits the chief executive officer of a grantee agency to designate an existing public agency to undertake activities assisted with CDBG funds subject to the same requirements as are applicable to sub-recipients.

C. The City Manager, as the chief executive officer of the City, and Grantee Department wish to engage Recipient Department to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations.

NOW, THEREFORE, Grantee Department and Recipient Department agree as follows:

1. **Purpose**

The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the implementation and administration of the Program and the expenditure of CDBG funds.

2. **Scope of Services**

a. Recipient Department shall provide the services set forth in **Exhibit A** (the "Program") in accordance with the budget attached as **Exhibit B**. Recipient Department shall also complete and submit the performance report(s) in substantially the form attached hereto as **Exhibit C**. **Exhibit A**, **Exhibit B** and **Exhibit C** are attached hereto and incorporated herein by this reference.

b. Recipient Department shall oversee the implementation and administration of the Program, including hiring and supervising staff, supervising and monitoring the Program, advertising the Program to the public, providing supplies for the Program, and **purchase four diesel powered generators for the Oxnard Fire Department.**

c. Recipient Department shall achieve at least the following levels of accomplishment for the Program, measured as of the end of the term of the Agreement: **Purchase and install four generators, and improve the existing infrastructure at each location to accommodate the diesel generator.**

3. Performance

a. In performing the Program, Recipient Department shall comply with all applicable Federal, State and local laws and regulations, including Title 24 CFR Part 570.

b. Recipient Department shall carry out each activity of the Program in compliance with all Federal laws and regulations described in subpart K of 24 CFR Part 570 and shall work with Grantee Department to carry out the City's environmental responsibilities and the City's responsibility for initiating any necessary environmental review process under 24 CFR Part 52. In carrying out the Program, Recipient Department shall only engage in activities the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons and only use CDBG funds for eligible code enforcement costs as set forth in 24 CFR 570.202(c).

c. Recipient Department shall comply with those regulations described in 24 CFR 570.200(j) that relate to the use of CDBG funds for inherently religious activities and that prohibit, in carrying out Program activities, the discrimination against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

d. Grantee Department shall monitor the Program and notify Recipient Department of any substandard performance. Recipient Department shall endeavor to correct the substandard performance as and within the time required by Grantee Department and work with Grantee Department to address any deficiencies.

e. Recipient Department shall perform the Program within the term of the Agreement as set forth in Section 4.

4. Term of Agreement

a. This Agreement shall begin on **July 1, 2016** and shall expire on **June 30, 2017.**

b. Notwithstanding the expiration of the Agreement, Recipient Department shall remain subject thereto as long as Recipient Department remains in control of CDBG funds, Program income, or assets obtained with such funds or income, and the close-out period has not ended. During the close-out period, Recipient Department shall make final payments, dispose of Program assets (including returning to Grantee Department unused materials and equipment and

allocating or transferring Program income or CDBG funds to the City of Oxnard Community Development Block Grant Fund), and determine the custodianship of records.

5. **Suspension and Termination**

a. In accordance with 24 CFR 85.43, Grantee Department may suspend or terminate this Agreement if Recipient Department materially fails to comply with any term of this Agreement or the grant award.

b. In accordance with 24 CFR 85.44, Grantee Department may terminate this Agreement or grant award for convenience.

6. **Compensation**

a. Pursuant to current City policy, Recipient Department shall only seek an allocation or transfer of an amount not to exceed **\$240,000** from the City of Oxnard Community Development Block Grant Fund for Program services provided under this Agreement and for reimbursement of costs and expenses that Recipient Department necessarily incurs for the Program and that are eligible for reimbursement under applicable regulations.

b. Recipient Department shall comply with the accounting principles and procedures contained in OMB Circular A-102, implement adequate controls, and maintain source documentation for all costs incurred.

7. **Uniform Administrative Requirements**

Recipient Department shall comply with the requirements and standards of the OMB circulars and CDBG provisions set out in subsection (a) of 24 CFR 570.502.

8. **Records**

a. Recipient Department shall maintain all records required by 24 CFR 570.506 that are pertinent to the Program. Such records include, but are not limited to:

- i. Records fully describing each activity undertaken.
- ii. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.
- iii. Records required to determine the eligibility of activities.
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG funds.

v. Records documenting compliance with the fair housing and equal employment components of the CDBG program.

vi. Financial records required by 24 CFR 570.502.

vii. Records documenting compliance with 24 CFR Part 570, Subpart K.

b. Recipient Department shall retain all records pertinent to expenditures made under this Agreement for three (3) years after the termination of all activities funded by this Agreement, or after the resolution of Federal audit findings, whichever occurs later. Recipient Department shall retain records of nonexpendable property acquired with CDBG funds for three (3) years after the final disposition of such property. Recipient Department shall retain records for any displaced person for three (3) years after such person has received final payment.

c. Recipient Department shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, the client's name, address, income level or other basis for determining eligibility, and a description of the services provided to the client. Recipient Department shall maintain the confidentiality of client data and shall not disclose client data, except as required by law or as required by the administration of Grantee Department and Recipient Department's duties under this Agreement.

d. At any time during normal business hours, Recipient Department shall make its records pertaining to this Agreement available to Grantee Department, the State of California, the Federal government, the Comptroller General of the United States, or any of their duly authorized representatives, as often as such agencies deem necessary, to audit, examine, copy, excerpt or transcribe. Within thirty (30) days of Recipient Department's receipt of an audit report that notes deficiencies in such records, Recipient Department shall fully correct such deficiencies. Failure to do so will constitute a violation of this Agreement and may result in Grantee Department requesting that the City of Oxnard Chief Financial Officer withhold future allocations or transfers until such deficiencies are corrected.

e. Recipient Department shall work with Grantee Department to conduct an annual audit that complies with Grantee Department's policies concerning sub-recipient audits.

9. **Program Income; Reversion of Assets; Indirect Costs**

a. Recipient Department shall report to Grantee Department all Program income, as defined in 24 CFR 570.500(a), generated by Program activities carried out with CDBG funds. Recipient Department may retain and use Program income in accordance with 24 CFR 570.504. Recipient Department shall use Program income during the term of the Agreement for activities permitted by the Agreement, and allocations or transfers of grant funds to Recipient Department under this Agreement shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. All of the provisions of this Agreement shall apply to activities for which Recipient Department uses Program income.

b. At the end of the term of this Agreement, Recipient Department shall allocate or transfer to the City of Oxnard Community Development Block Grant Fund in accordance with 24 CFR 570.503(b)(3) any Program income (including investments thereof) held by Recipient Department or received by Recipient Department after such date, except as needed for Recipient Department's immediate needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs. Recipient Department shall also transfer to the City of Oxnard Community Development Block Grant Fund any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds.

c. Before requesting reimbursement or an allocation or transfer for indirect costs, Recipient Department shall adopt and obtain Grantee Department's approval of an indirect cost allocation plan for determining the share of such costs to be allocated or transferred.

10. **Real and Personal Property**

a. (Awards Prior to December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 24 CFR 85.32 through 85.36. (Awards After December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 2 CFR 200.310 and 2 CFR 200.312 through 2 CFR 200.316.

b. Recipient Department shall comply with City of Oxnard policies concerning the purchase of personal property and shall maintain an inventory record of all nonexpendable personal property, as defined by such policy, that Recipient Department procures with CDBG funds.

c. At the end of the term of this Agreement, all personal property procured by Recipient Department with CDBG funds shall become the property of the City of Oxnard but controlled by Grantee Department.

d. At the end of the term of this Agreement, with regard to any real property under the Recipient Department's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Recipient Department in the form of a loan) in excess of \$25,000, Grantee Department shall determine whether:

i. The real property shall be used to meet one of the national objectives set out in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as Grantee Department determines to be appropriate; or

ii. Recipient Department shall cause the allocation or transfer to the City of Oxnard Community Development Block Grant Fund an amount equal to the current market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property; provided, however, that such allocation or transfer shall not be required after the period of time specified in paragraph (b)(7)(i) of 24 CFR 570.503.

11. **Travel**

Recipient Department shall obtain Grantee Department's prior written approval to use CDBG funds for travel outside the City of Oxnard.

12. **Reports**

Recipient Department shall submit to Grantee Department semi-annual reports concerning the Program in the form and with the content specified by Grantee Department.

13. **CDBG Program Recognition**

When publishing materials that concern this Agreement, Recipient Department shall ensure recognition of the CDBG program by including a reference to CDBG funds.

14. **Conflict of Interest**

Recipient Department shall comply with 24 CFR 570.611 with respect to conflicts of interest, and covenants that no Recipient Department employee, agent, consultant or officer who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

15. **Equal Employment Opportunity**

a. Recipient Department agrees that all persons employed by Recipient Department shall be treated equally by Recipient Department 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 anti-discrimination laws of the United States of America, the State of California, and City of Oxnard.

b. Recipient Department and any other party with whom the City of Oxnard contracts through Recipient Department for the performance of this Agreement 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. Recipient Department shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

16. **Contracting**

a. Recipient Department shall consult and collaborate with Grantee Department on any contract funded in whole or in part with CDBG funds. Recipient Department shall ensure that all City of Oxnard contracts funded whole or in part with CDBG funds are awarded after fair and open competition.

b. Recipient Department shall regularly monitor City of Oxnard contracts funded in whole or in part with CDBG funds to ensure compliance with this Agreement. Recipient Department shall provide Grantee Department with reports, in the frequency and form that Grantee Department requires, of the results of such monitoring, supported by documentation of Recipient Department's action to correct the compliance of any third party that contracts with the City of Oxnard through Recipient Department and whose compensation is funded in whole or in part with CDBG funds.

c. Recipient Department shall include in any City of Oxnard contract funded in whole or in part with CDBG funds the provisions of this Agreement that impose obligations and duties on Recipient Department, and shall require any third party contracts funded in whole or in part with CDBG funds to require that the party comply therewith.

d. Recipient Department shall provide Grantee Department with all contracts funded in whole or in part with CDBG funds along with documentation of the award process.

17. **Amendment**

The terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by the duly authorized representatives of both Grantee Department and Recipient Department.

18. **Entire Agreement**

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD**City of Oxnard Fire Department**

Greg Nyhoff, City Manager

Darwin Base, Fire Chief
DUNS: 081790214
Federal ID No: 95-6000-756

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Arturo Casillas, Housing Director

APPROVED AS TO FUNDS AVAILABILITY:

Juliette Dang, Interim Grants Manager

EXHIBIT A

SCOPE OF SERVICES

1. Service Area Determination

This project will serve the entire city.

Within the CDBG eligible areas of the city, the following census tract has been identified for this fiscal year's funding based on the HUD criteria for Low and Moderate Income Area eligible activities:

- Census Tract Number: 32.01 Block 1
93% LMI
Included within the eligible census tract is 1450 Colonia Road, **Station 5**
- Census Tract Number: 38.01 Block 1
66% LMI
Included within the eligible census tract is 150 Hill Street, **Station 3**
- Census Tract Number: 45.04 Block 2
46% LMI
Included within the eligible census tract is 531 East Pleasant Valley Road,
Station 2
- Census Tract Number: 87 Block 1
40% LMI
Included within the eligible census tract is 491 South K Street, **Station 1**

2. Planned Activities

The Fire Department will purchase and install replacement generators for Stations 1, 2, 3, and 5. The upgrade will consist of replacing gas driven electricity producing generators with those that are operated by diesel fuel. The replacement costs will include any necessary infrastructure improvements that will vary by station. These improvements could include wiring, replacing concrete pads, and trenching to the fuel source.

EXHIBIT B**PROJECT BUDGET****Project Name: Generator for Fire Stations****Contract Period:** July 1, 2016 to June 30, 2017**Total Budget:** \$240,000**Details of Cost Estimates:**

The Program will consist of replacing four gas driven electricity producing generators with those that are operated by diesel fuel. The replacement costs would include the cost of the generator and any necessary infrastructure improvements that will vary by station. These improvements could include wiring, replacing concrete pads, and trenching to the fuel source.

Total Budgeted Amount -Not to Exceed \$240,000

Budget Categories	CDBG Fund	Totals
Station 1 Generator	\$50,758.91	\$50,758.91
Station 2 Generator	\$39,072.83	\$39,072.83
Station 3 Generator	\$39,072.83	\$39,072.83
Station 5 Generator	\$32,122.56	\$32,122.56
Installation costs and infrastructure improvements	\$78,972.87	\$78,972.87
TOTAL	\$240,000	\$240,000

EXHIBIT C**PERFORMANCE REPORT****Name of Agency: City of Oxnard Fire Department****Amount of Grant: \$240,000****National Objective: LMA****Contract Period: 7/1/16 to 6/30/17**

City of Oxnard Fire Department shall submit to Grantee Department quarterly performance reports, the 15th day of the following month of each quarter, or as otherwise agreed, which shall be a statement of accomplishments to date to meet the specified goal. These reports shall be sufficient in detail to provide a sound basis for HUD to effectively monitor performance under this Agreement and must trace the funds award to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable law. In addition to the **Quarterly Performance Report**, the Recipient Department shall submit the **Annual Completion Report, final evaluation report** with necessary data to complete the Consolidated Annual Performance Report in accordance with HUD requirements, and any such other reports should be submitted as the City/HUD shall require.

City of Oxnard**Fiscal Year 2016-2017****PERFORMANCE REPORT FOR THE QUARTER ENDING:****Name of the Organization: City of Oxnard Fire Department****Name of Project: Generator Replacement****Amount of Grant: \$240,000****Agreement Number:****HUD No. B16MC060534****Contract Period: 7/01/16-
6/30/17****Geographic Service Area: (Please check the appropriate box)**

City Wide:

☐

Census Tract/Block Number/Neighborhood:

☐

(Please list all census tract/block numbers covering your service area)

Quarterly/Annual Accomplishments Narrative**Quarter Ending:**

All of the statements and claims made herein are true and correct. Pursuant to 18 USC § 1001, 31 USC § 3279, et seq., and 24 CFR Part 28, false of fraudulent statement or claims are subject to up to 5 years imprisonment and civil penalties up to \$10,000 plus up to 3 times the amount of damages sustained by the Government for each fraudulent act committed.

Prepared By:**Signature:****Title:****Date:**

**CITY OF OXNARD
GRANTS MANAGEMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL COMPLETION REPORT
FISCAL YEAR 2016-17**

Project Name:**IDIS Activity:****Address of Project:****CDBG Account Number:****Project #:****Original Budgeted Amount:** \$240,000**Expended Amount:** \$**Today Date:**

ACCOMPLISHMENTS - Describe accomplishments of completed project.

All of the statements and claims made herein are true and correct. Pursuant to 18 USC §1001, 31 USC § 3729, et seq., and 24 CFR Part 28, false or fraudulent statements or claims are subject up to 5 years imprisonment and civil penalties up to \$10,000 plus up to 3 times the amount of damages sustained by the Government for each fraudulent act committed.

Report Prepared By:**Signature:****Title:****Phone:****Date:**

EXHIBIT D

OTHER CDBG REQUIREMENTS

I. OTHER FEDERAL PROGRAM REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) INCORPORATED BY REFERENCE

- 42 U.S.C. §§ 5301 et seq.
- CDBG Regulations 24 CFR Part 570
- Public Records
 - Chapter 14, City of Oxnard Municipal Code
 - 4 CFR 84.53 Record Retention or 24 CFR 85.42 Retention and Access to Records. 24 CFR 570.506 (b)(4) Recordkeeping for homebuyer assistance programs
 - Administrative Requirements for Loans and Cooperative Agreements 24 CFR 570.502
 - 24 CFR 84; Institutions of Higher Education, Hospitals and Other Non-profit investor Organizations; or
 - 24 CFR 85; State, Local and Federally Recognized Indian Tribal Governments
- Audit Requirements 24 CFR 570.610
 - 24 CFR Part 44; State and Local Government; or
 - 24 CFR Part 45; Institutions
- Section 109 of the Housing and Community Development Act, Non-Discrimination in Federally Assisted Programs; 24 CFR 570.602 Affirmatively Furthering Fair Housing
 - Title VI of the Civil Rights Act of 1964; 24 CFR Part 1
 - Title 41 Public Contracts and Property Management; 41 CFR Part 60
 - Title VI of the Civil Rights Act of 1964, as amended "Fair Housing Act" 24 U.S.C. 3601; 24 CFR Part 100
 - Executive order 11063, as amended by Executive order 12259; 24 CFR 570.601
 - 24 CFR Part 107
- Non-Discrimination Based on Age or Handicap; 24 CFR 570.614
 - Subtitle A. Title II, American with Disabilities Act of 1990; Parts 35 and 36
 - Age Discrimination Act of 1975, as amended; 24 CFR Part 146
 - Section 504 of the Rehabilitation Act of 1973; 24 CFR Part 8
 - Section 570.614 Architectural Barriers Act and American with Disabilities Act
- Employment and Contracting Opportunities; 24 CFR 570.607
 - Section 3 of the Housing and Urban Development Act of 1968; 24 CFR Part 135 Minority/Women's Business Enterprise; 24 CFR Part 85 Subpart C Section 36 Executive Orders 11635; 12138
 - Use of Disbarred, Suspended or Ineligible Contractors or Sub-recipients; 24 CFR Part 24; 29 CFR 5.12(a)(1)

- Labor Standards ; 24 CFR 570.603
- Section 110(a) of the HCDA for non-volunteer labor or Section 110(b) for volunteer labor for housing units designed for residential use for eight or more families.
- § Relating to the Use of Volunteers; 24 CFR Part 70 HUD 4010 Federal Labor Standards Provisions
- Davis Bacon Act 26 CFR Parts 1, 3, 5, 6, and 7 Copeland Anti-Kickback Act
- Contract Hours and Safety Standards Act (CWHSSA) for properties designed for residential use for eight or more families.
- General Provisions 24 CFR Part 135, Volume 1 Lead –based Paint; 24 CFR Part 570.608
- Lead-Based Paint Poisoning Prevention Act (42 U.S.C.4821-4846}
- Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856)
- 24 CFR Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- Environmental Standards; 24 CFR Section 570.604
- National Environmental Protection Act of 1960, 24 CFR Part 58 National Flood Insurance; 24 CFR 570.605
- Flood Disaster Protection Act of 1973 42 u.s.c. 4001; 42 u.s.c.4106
- 44 CFR Parts 59 through 79 as applicable.
- Displacement, Relocation Assistance and Real Property Acquisition; 24 CFR Section 570.606 49 CFR Part 24
- 24 CFR Part 42
- New Restrictions on Lobbying ; 24 CFR Part 87
- Eligibility Restrictions for certain resident aliens; 24 CFR Section 570.613 24 CFR Part 49
- Conflict of Interest; 24 CFR 570.611
- 24 CFR 85.36 or 24 CFR 84.42, respectively
OMB Circular – Uniform Guidance for Federal Award 2 CFR Part 20

MISCELLANEOUS ENCLOSURES

1. Application Packet
2. Updated Project Overview and Information

ORIGINAL

CITY OF OXNARD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fiscal Year 2016-2017

CAPITAL DEVELOPMENT PROJECT APPLICATION

Due Friday, February 19, 2016 by 12:00 p.m.

- ✓ **Submit one Original (DO NOT hole punch or staple Original Application)**
- ✓ **Submit 12 Copies of application (two-sided, 3-hole punched and paper clipped)**
- ✓ **APPLICATION MUST NOT exceed 12 pages excluding the required attachments**
- ✓ **Submit a separate application for funding for each program to:**

**Housing Department
Grants Management Division
435 South "D" Street
Oxnard CA 93030**

Contacts:

Norma Owens (805) 385-7959 norma.owens@ci.oxnard.ca.us

Juliette Dang (805) 385-7493 juliette.dang@ci.oxnard.ca.us

Diedre Kobuke (805) 385-7831 diedre.kobuke@ci.oxnard.ca.us

Angelica Navarro (805) 385-8096 anavarro@oxnardhousing.org



Oxnard Fire Department

PART A.

PROPOSED PROGRAM INFORMATION

Full Name of Applicant: Oxnard Fire DepartmentMailing Address: 360 West Second StreetCity, State, ZIP Code: Oxnard, CA 93030Agency Official Contact: Bryan Brice Title: Fire Chief
(i.e. Executive Director)Telephone: (805) 385-7700 Fax: (805) 385-4203E-mail Address: bryan.brice@oxnard.org DUNS Number: 081790214Local Contact: Darwin Base Title: Interim Assistant Fire Chief
(i.e. Program Director)Telephone: (805) 385-7708 Fax: (805) 385-4203E-mail Address: Darwin.base@oxnard.org

1. Name of proposed program: Generator Replacement for Fire Stations
2. Location (street address, if applicable) of proposed program: 1450 Colonia Road, 150 Hill Street, 531 East Pleasant Valley Road, 491 South "K" Street
3. Amount of funds requested from the City of Oxnard: \$ 180,000.00
(Enter total amount)
4. Target Population:
Check box or boxes of population category to be served by the proposed program:

☐ Homeless	☐ At Risk of Homelessness	☒ Elderly
☐ Victims of Crime	☐ Frail Elderly	☐ Mentally Ill
☐ Physically Disabled	☐ Developmentally Disabled	☐ Persons with AIDS/HIV
☐ Unemployed	☐ Illiterate	☒ Language Barriers
☐ Youth, 0-5 Year Olds	☐ Youth, 6-12 Year Olds	☐ Youth, 13-17 Year Olds
☒ Families Living In Poverty	☐ Families with Housing Cost Burden	☐ Substance Abuse Problems
☐ At-Risk Youth	☒ Other <u>Low-income</u>	☐ Other

A. Describe the target population the proposed program will benefit or serve.

The population that will be served by this project are the neighborhoods surrounding Fire Station 1 (491 South "K" Street), Fire Station 2 (531 East Pleasant Valley Road), Fire Station 3 (150 Hill Street) and Fire Station 5 (1450 Colonia Road). These stations are located in the designated low to moderate-income areas as defined by the 2010 Census.

B. Include how the program will benefit low and moderate-income persons. Provide the income guidelines and requirements used to qualify participants for the proposed program.

Fire stations are strategically located throughout the City of Oxnard to provide a myriad of resources to the surrounding community. In an emergency situation or natural disaster, fire stations serve the local community as the emergency operations center, becoming the first point of contact for government assistance for most residents in a disaster. The stations also act as an emergency shelter and place of refuge in a major disaster.

The four stations requiring generator upgrades, service census tracts designated by the 2010 Census as low to moderate-income areas. A map is attached to this application showing the location of fire stations and the service area for each station as it relates to the census tracts.

C. Include the percentage of the participants that are at-risk and define the method used to determine who is at risk.

N/A

5. What is the total number of unduplicated persons to be served by the proposed project in Oxnard?

This project has the capacity to serve as many as 15,000 people in each location. Replacing generators at four fire stations will benefit the neighborhoods surrounding the four stations as well as the entire population of Oxnard. Generators will allow communication between the fire stations, other public safety agencies and emergency operations centers to continue during times of flood, earthquakes, or other disasters. The communication and ability to service the local neighborhoods will benefit people in the vicinity and those in other areas of the city.

The generators will be used on a weekly basis when power interruptions occur.

6. Problem/Need Statement:

Please describe in detail the established need for the proposed project or the problems that will be solved as a result of the project. Include information, such as statistical data, to justify the need or outline the problems.

The fire stations play a critical role in an emergency situation becoming the communication center for that area of the city, firefighters (who are trained Emergency Medical Technicians) will provide medical care to residents as needed, and disaster preparedness plans will go into effect with the stations operating as local command centers. Stations may act as emergency shelter or a place of refuge in a major disaster. Fire apparatus (fire engines and fire trucks, Urban Search and Rescue vehicle, Water Rescue vehicle) require “shore” power when not in service, meaning that vehicles must be plugged in to an electrical source when the engine is not running, to maintain all battery-operated electrical and communication equipment. Fire stations must have access to electricity to operate effectively.

Oxnard Fire Department

Generators are located at all fire stations to provide back-up power. The generators at Fire Stations 1, 2, 3, and 5 are over 40 years old and cannot maintain the power needs for modern communication equipment. The generators currently in place operate on gas, which does not provide clean enough power, resulting in inconsistent power (interruptions in service). Today generators are available that operate on diesel, providing the cleanest and most consistent power available. All stations are equipped with diesel tanks.

The City of Oxnard, like most jurisdictions around the country, was devastated by the economic downturn. Property taxes are down 28% since the beginning of the economic decline. Charges for services, including building permits, development related fees and user fees decreased by almost 30% from the beginning of the slump through 2014-15. The city is primarily funded through property taxes (38%), sales tax (24%) and charges for services (17%). The remainder of the general fund is proprietary or enterprise funds where revenues cover the cost of providing services (trash, water, etc.).

The city had hoped the worst was behind us as the economy started to improve. However, a new city management team that started in 2014 discovered the city was headed towards insolvency without immediate and painful cuts due to past financial and managerial mismanagement. The city's general fund for FY2014-15 was cut, by \$12.8 million, to \$115 million to address the issues discovered by the organizational assessment. Further adding to our financial distress is the city was given an unexpected \$2.8 million reduction in sales tax due to a state error in over allocating sales tax to Oxnard previously.

Oxnard Fire Department has historically been the lowest funded fire department for a city our size anywhere in California. Throughout the Great Recession the fire department maintained service levels by doing more with less. The department cut the prevention bureau by 25%, as well as not filling 3 other administrative positions. The training budget was completely reduced to \$4,600 for a staff of 108 and all capital improvement projects have been suspended since 2010, to be continued indefinitely.

While the Fire Department accounts for only 14% of the city's General Fund, it was not immune from the most recent cuts. A 2-person rescue squad has been cut, reducing our daily staffing and the department was saved from lay-offs due to a staffing grant that funds the retention of 9 firefighters. The fire department personnel costs account for 88% of the total Fire budget, the remaining few percent paying for various line items that purchase gloves, uniforms, and safety equipment. The budget breakdown does not allow for station improvements that are necessary to provide the safety promised to the citizens of Oxnard.

The Oxnard Fire Department recognizes the immediate need to upgrade all station generators and was able to utilize State Homeland Security Grant Program funds in March of 2015 to replace the generator for Station 4. The cost to purchase and install the generator was \$45,000 including infrastructure upgrades required. The Fire department would be willing to accept partial awards in increments of \$45,000 to allow for the purchase and installation of generators at the four proposed sites.

7. Proposed Project Description:

Please describe in detail the proposed project. Include information on how the project will meet the need.

The Oxnard Fire Department will purchase four diesel powered generators, one each, for stations 1, 2, 3 and 5. The generators will be installed at each location to be used as needed. The installation of each generator will require infrastructure improvements, which will vary at each station (wiring and trenching needs will vary based on the age of the station, distance of generator to the fuel source, and

Oxnard Fire Department

other factors). The infrastructure improvements are estimated at \$12,000 per station based on the cost of improvements required by a generator installation at Station 4.

The generators will provide improved capacity to assist the city's residents by allowing continued service levels regardless of external factors.

8. Schedule:

Proposed date of construction or project start: October 1, 2016

Please provide a list of major benchmarks in the development and implementation of the project, including funding commitment and completion dates.

July 1 – Funding period begins

July 15 – Bid process begins

September 1 – Vendor is selected and agreement is in place

October 1 – Delivery of generators, installation begins

October 31 – Installation is complete, generators are in service

9. Phasing:

Since funding is limited, please describe phasing alternatives if feasible. If this is a project which is phased or on which work has been done previously, please describe work done to date.

This request is for the purchase and installation of four generators that will service stations located throughout the City of Oxnard. All four generators are in great need of replacement, however if funding is limited, the Fire Department would be able to accept awards in increments of \$45,000, the total cost per generator including installation.

10. Will you collaborate with other partners in implementing the proposed project? If so, please identify the collaborative partners and describe how the proposed project will be designed and implemented.

n/a

9. Priority: Based on the City of Oxnard's CDBG/HOME/ESG priorities for FY 2013-18 Consolidated Plan, what PRIMARY priority do you feel your proposed program falls under? CHECK ONLY ONE (For example: 3A only)

1. Reduce and prevent homelessness and address critical emergency, at-risk youth and special needs

- ☐ A.) Assist persons, particularly working families living in poverty, in need of food, shelter, clothing, health care or safety on an emergency basis. *The safety provision is defined as an immediate threat to an individual's physical well-being.*

Oxnard Fire Department

- ☐ B.) Address the housing, health care and service needs of the elderly, frail elderly, persons with mental, physical, and developmental disabilities, and persons with AIDS.
- ☐ C.) Prevent juvenile delinquency and divert at-risk youth from gang involvement, crime, substance abuse, family violence, school problems, and out-of-control behavior.

2. Expand educational and youth development opportunities

- ☐ A.) Support and develop social services and facilities and provide opportunities for youth development that will provide positive experiences needed by youth to achieve success as adult members of society.
- ☐ B.) Encourage programs to improve the academic performance and educational outcomes for youngsters.

3. Provide affordable housing

- ☐ A.) Develop and support programs to increase the supply of affordable housing for low and moderate income households, particularly working families living in poverty, maintain and upgrade existing low and moderate income neighborhoods.
- ☐ B.) Preserve the affordable housing stock by offering the rehabilitation of existing housing units program.
- ☐ C.) Provide rental assistance to alleviate rental cost burden experienced by low-income families and individuals.

4. Expand economic opportunities

- ☐ A.) Encourage and expand economic opportunities in the community by assisting commercial or industrial businesses in creating or retaining jobs and assisting agencies that provide job training programs.
- ☐ B.) Provide microenterprise assistance to low and moderate income person who owns or is developing a microenterprise. *Microenterprise is defined as a business having five or fewer employees, one or more of whom owns the business and has to stay for one year as a Microenterprise when receiving assistance from CDBG.*

5. Rehabilitation of Public Facilities and Improvements

- ✓ A.) Rehabilitation or construction of public facilities including firehouses, public schools, nursing homes, convalescent homes, hospitals, shelters for victims of domestic violence, shelters and transitional facilities /housing for the homeless, parks, playgrounds ...570.201 (c).
- ☐ B.) Reconstruction of public improvements including streets, sidewalks, curbs and gutters, water and sewer lines, parking lots 570-201(c).

12. Please explain why you believe your program best fits the PRIMARY priority selected above?

The generators that will be purchased for Fire Stations 1, 2, 3 and 5 will be used to replace aging and malfunctioning generators that can no longer handle the needs of a modern-day fire station. This rehabilitation of public facilities will allow the stations to properly function during disasters and/or emergency situations where power is not available without the use of generator.

Oxnard Fire Department

PART B.

BUDGET INFORMATION

Please attach architect's, contractor's or engineer's estimate of project costs. Please note that federal labor standards and Davis-Bacon prevailing wages may apply. Contact Special Projects Division for determination prior to obtaining cost estimates. If project involves acquisition, attach copy of appraisal.

BUDGET FOR PROPOSED CAPITAL DEVELOPMENT PROJECT

Agency: Oxnard Fire Department Project: Generator replacement	Total Project Budget Column A	Total Funds Committed Column B
Sources of Funds:		
1 CDBG Grant	180,000	0
2	0	0
3	0	0
4	0	0
5	0	0
6	0	0
7	0	0
8 TOTAL FUNDING (Add 1 thru 7)	180,000	0

	Total Project Budget Column A	CDBG Portion Of Budget Column B
Estimated Costs:		
9 Design/Engineering/Environmental	48,000	48,000
10 Property Acquisition	0	0
11 Building Construction	0	0
12 Financing/Syndication/Legal	0	0
13 Relocation	0	0
14 Demolition or Clearance	0	0
15 Site Improvements and Landscaping	0	0
16 Admin./Activity Delivery	0	0
17 Off-Site Improvements	0	0
18 Rental Assistance	0	0
19 Reserves/Contingency	0	0
20 Equipment purchase	132,000	132,000
21 TOTAL COSTS (Add 9 thru 20)	180,000	180,000

Note: Figure in Line 1, Column A, and Line 21, Column B, must equal the amount of funds requested in Part A, #3. Figure in Line 21, Column A must equal Line 8, Column A.

Oxnard Fire Department

Budget Narrative

In March 2015 a diesel generator was purchased for Station 6. The cost of this generator including tax was \$32,236.75. The estimate for this budget is \$33,000 per generator for four (4) generators at a total cost for equipment at \$132,000.

The installation of a generator requires permits, trenching and wiring. This cost will vary by station and is dependent on several factors that may not be calculated in advance, but are discovered during the installation process. In 2012 the generator at Station 4 was replaced and Dan Dicke Electric provided all installation work. The total cost for installation (including permits and concrete) totaled \$12,214. The estimate for installation is calculated at \$12,000 per station for four (4) fire stations at a total cost of \$48,000.

Copies of the invoices for the generator and installation work will be included as attachments to this application.

Oxnard Fire Department

PART B. *Revised*
BUDGET INFORMATION

Please attach architect's, contractor's or engineer's estimate of project costs. Please note that federal labor standards and Davis-Bacon prevailing wages may apply. Contact Special Projects Division for determination prior to obtaining cost estimates. If project involves acquisition, attach copy of appraisal.

BUDGET FOR PROPOSED CAPITAL DEVELOPMENT PROJECT

Agency: Project:	Total Project Budget Column A	Total Funds Committed Column B
Sources of Funds:		
1 CBDG Grant	240,000	0
2	0	0
3	0	0
4	0	0
5	0	0
6	0	0
7	0	0
8 TOTAL FUNDING (Add 1 thru 7)	240,000	0

	Total Project Budget Column A	CDBG Portion Of Budget Column B
Estimated Costs:		
9 Design/Engineering/Environmental	91,000	91,000
10 Property Acquisition	0	0
11 Building Construction	0	0
12 Financing/Syndication/Legal	0	0
13 Relocation	0	0
14 Demolition or Clearance	0	0
15 Site Improvements and Landscaping	0	0
16 Admin./Activity Delivery	0	0
17 Off-Site Improvements	0	0
18 Rental Assistance	0	0
19 Reserves/Contingency	0	0
20 Equipment Purchase	149,000	149,000
21 TOTAL COSTS (Add 9 thru 20)	240,000	240,000

Note: Figure in Line 1, Column A, and Line 21, Column B, must equal the amount of funds requested in Part A, #3. Figure in Line 21, Column A must equal Line 8, Column A.

PART C.**APPLICANT BACKGROUND INFORMATION****1. Description of Agency Services:**

Please describe in detail the services your agency provides and how they are unique from the services provided by other agencies.

The Oxnard Fire Department was established in 1899. The department performs a wide variety of functions and duties related to fire suppression, life safety, and public service. Responses include extinguishing fires of all types, executing rescues, medical responses, performing fire prevention duties, providing emergency medical services, vehicle extrication and water and special rescue operations.

The city of Oxnard has eight fire stations that operate twenty-four hours a day, 365 days a week.

2. Attachments:

Please separate attachments from the rest of the application. Provide only one copy of the documents below that apply to your agency:

- ☐ List of board of directors and local advisory board, if applicable
- ☐ Copy of most recent annual audit report *(if your agency does not perform an annual audit because it is not required to, please make a note below)*
- ☐ Copy of most recent Form 990 and Schedule A of the Federal Tax Return
- ☐ Copies of current and prior year's financial statements
- ☐ Preliminary Environmental Review Evaluation Sheet
- ☐ Summary of the Beneficiary Information
- ☐ Copy of board authorization to apply for this grant
- ☐ Lobbying Certification
- ☐ Debarment Certification
- ☐ Certificates of insurance covering Worker's Compensation and General Liability *(It is not necessary to name City of Oxnard as additional insured at this time)*

Although the following Questions #3-11 do not directly relate to your proposed project, please provide the information requested if applicable to your agency or organization. For those questions that do not apply, please so indicate with "N/A."

Oxnard Fire Department

3. **Indicate the unduplicated number of persons served by your agency for all programs in Oxnard in the following fiscal years (fill in time period covered):**

The Oxnard Fire Department services the entire population of Oxnard.

4. **Have you been funded in the past under the CDBG Program?** X Yes No

If not, is this a new activity Yes No

5. **How do your services target Oxnard residents?**

Oxnard Fire Department services the city of Oxnard.

6. **How do you cooperate or network with other existing related programs, organizations or community resources?**

Oxnard Fire Department has regional response agreements in place with neighboring fire departments.

7. **List the annual funding sources and amounts for the entire Agency or organization in the table below. These figures should agree with the figures in the financial statements for your agencies' most recent prior fiscal year.**

Funding Sources Table	
Source	Amount
Federal Government	\$
State Government	\$
County Government	\$
Local Government	\$
United Way	\$
Contributions	\$
Fundraising	\$
Program Service Fees	\$
Private Foundations	\$
Other (specify):	\$
Other (specify):	\$
Other (specify):	\$
TOTAL	\$

8. **How long have you been in existence and provided services to the community?**

The Oxnard Fire Department was established February 21, 1899.

9. **How do you provide a service that reduces City costs or other government costs elsewhere?**

n/a

10. **How do you provide services at an efficient level and at the least possible cost?**

Oxnard Fire Department

The Oxnard Fire Department historically operates on the lowest budget in California compared with cities of similar size.

11. **Do you utilize volunteers for direct services? _____ Yes X No**
If so, please explain and indicate the total number of hours of volunteer labor used per year and for what purpose:

(If you do not utilize volunteers for direct services because the circumstances do not allow for them or the situation is not appropriate, you may add a comment to clarify your reasoning.)

The Oxnard Fire Department utilizes volunteers in a supplementary manner. Due to the certifications and protective gear required for firefighters, it is impossible to use volunteers for direct service. Community members do assist with disaster preparedness training and youths learn about the fire service by participating in the Explorer program.

PART D

CERTIFICATION OF APPLICATION

The undersigned applicant hereby certifies that:

The information in this application is true and accurate to the best of my ability and knowledge;

City staff may call or visit my current or proposed place of business or proposed project site at any time during the funding process to verify the information presented in this application;

The agency shall comply with all federal and City policies and requirements applicable to the Community Development Block Grant program (CDBG);

The federal assistance made available through the CDBG program is not being used to substantially reduce the prior levels of local financial support for community development activities;

The agency understands that the awarded amount may be different from the requested amount; and

Sufficient funds will be available to complete the project if the agency accepts the CDBG awarded amount.

February 18, 2016
Date of Application

By:


Signature of Applicant Representative

Fire Chief
Title

Oxnard Fire Department
Name of Agency (if applicable)

DO NOT WRITE OR TYPE BELOW THIS LINE

Date of Receipt

By:

City Staff



Revised 10/11/16

CITY OF OXNARD
PROJECT OVERVIEW AND INFORMATION
Fiscal Year 2016-2017

Please complete the following required sections in order to be considered for funding. Your project proposal must meet the goals indicated in the 2013 2017 Strategic Plan of the FY2013-2018 Consolidated Plan-First Amendment, posted on the City website

Section I **Project Name:** Generator Replacement for Fire Stations

Please select one of the project types.

- ☐ **Planning and Administration**
- ☐ **Public Service**
 - ☐ Health care, Child care
 - ☐ Services for senior citizens, youth, disabled, farmworkers, veterans...
 - ☐ Recreation, education programs
 - ☐ Employment Training
 - ☐ Public Safety services
 - Other, specify: _____
- ☐ **Fair Housing**
- ☐ **Economic Development**
 - ☐ Training and Placement
 - ☐ Business Technical Assistance
 - Other, specify: _____
- ☐ **Infrastructure**
 - ☐ Street, sidewalks, alleyways, curbsides\reconstruction
 - Other, specify: _____
- ☒ **Public Facilities and Improvements**
 - ☐ Rehabilitation
 - Other, specify: Replacement of unreliable generators at four fire stations
- ☐ **Code Enforcement**
- ☐ **Homelessness program**
 - ☐ Administration
 - ☐ Rapid Rehousing
 - ☐ Homeless Management Information System
 - ☐ Homeless Prevention
 - ☐ Shelter
 - ☐ Outreach
- ☐ **Housing Program**
 - ☐ Administration
 - ☐ Rehabilitation of housing units
 - ☐ Construction of housing unit
 - ☐ Homebuyer Assistance
 - Other, specify: _____

CITY OF OXNARD
PROJECT OVERVIEW AND INFORMATION
 Fiscal Year 2016-2017

Please use this section to describe the unmet community needs that your project proposal will address.

Project Objective: To purchase and install diesel powered generators at four fire stations located in the low to moderate income areas, improving community safety during power outages and emergencies.

Please describe specifically what your agency's project is designed to accomplish

Project Scope of Work: The scope of work includes the purchase of four generators (one for each identified fire station) the improvement of existing infrastructure at each location to accommodate the diesel generator, and the installation of generators.

Address of Project: Station 1, 491 S. K Street Oxnard ZIP code 93030

Census Number: 08700 Block Number: 08700-1-025 National Objective: LMA ☒ LMC ☐ LMH ☐ LMJ ☐

Geographic service area: Oxnard LMI Areas Census Tract Neighborhood 08700-1-025

Address of Project: Station 2, 531 East Pleasant Valley Road Oxnard ZIP code 93033

Census Number: 4504 Block Number: 04504-1-012 National Objective: LMA ☒ LMC ☐ LMH ☐ LMJ ☐

Geographic service area: Oxnard LMI Areas Census Tract Neighborhood 04504-1-012

Address of Project: Station 3, 150 Hill Street Oxnard ZIP code 93033

Census Number: 3801 Block Number: 3801-1-005 National Objective: LMA ☒ LMC ☐ LMH ☐ LMJ ☐

Geographic service area: Oxnard LMI Areas Census Tract Neighborhood 3801-1-005

Address of Project: Station 5, 1450 Colonia Road Oxnard ZIP code 93030

Census Number: 9100 Block Number: 9100-4-0000 National Objective: LMA ☒ LMC ☐ LMH ☐ LMJ ☐

Geographic service area: Oxnard LMI Areas Census Tract Neighborhood 9100-4-0000

Project Manager: Darwin Base Phone: 805-385-7708 Email: darwin.base@oxnard.org

Section II Eligibility

All CDBG funded projects must meet one of the three national objectives:

Does the activity benefit extremely low- to low-income persons? Yes ☒ No ☐

Does the activity aid in preventing or elimination of slums or blight? Yes ☐ No ☒

Does the activity meet an urgent need? Yes ☒ No ☐

Section III Project Beneficiaries

All projects must primarily benefit lower income persons. "Low-income" is defined as an annual income that does not exceed 80% of area median income (AMI). One of the three definitions of income can be used to calculate the annual income: Section 8 annual income, IRS adjusted gross income, or Census long form annual income. Please answer the following questions:

Does the project help the Homeless? Yes ☒ No ☐

Does the project help those with HIV or AIDS? Yes ☒ No ☐

Does the project prevent homelessness? Yes ☐ No ☒

POI

CITY OF OXNARD
PROJECT OVERVIEW AND INFORMATION
Fiscal Year 2016-2017

Is the location of your project fully accessible to persons with disabilities, including mobility impaired, hearing impaired and vision impaired persons? Yes ☒ No ☐

Indicate the target population most applicable to your project:

- ☐ Abused Children ☐ Battered Spouse ☐ Elderly persons (62+)
☐ Severely Disabled adults ☐ Homeless persons ☐ Illiterate Adults
☐ Migrant Farm Workers ☐ Persons with AIDS ☒ Other (Specify) Low to moderate

income residents

Indicate the proposed accomplishment numbers for the proposed project:

- | | |
|---|--------------------|
| | Jobs |
| | People |
| | Public Facilities |
| X | Public Improvement |
| | Housing units |
| | Other (Specify): |

Is this application part of a larger project involving more than one phase? Yes ☐ No ☒

If yes, please indicate major milestones with the month and year of anticipated implementation and completion of the proposed project: _____

Must this proposed project be of such a nature and in a location that the project beneficiaries may be considered as low and moderate income clientele? Yes ☒ No ☐

If **yes**, please provide the narrative related to the nature and location of the project: Generators would be replaced at four fire stations, all of which service HUD designated low to moderate income neighborhoods.

Section IV Outcome Performance Measurement Section

Please circle one of the objectives and the most appropriate outcome.

Objectives 1. Creates a suitable living environment 2. Provides decent housing 3. Creates economic opportunities	Outcomes 1. Improve availability/accessibility 2. Improve affordability 3. Improve sustainability
---	--

Section V Funding Sources

Please indicate the requested funded amount per type of grant and attach an itemized budget for your proposed activity.

Type Of Funds	Amount of Funding
---------------	-------------------

CDBG	\$240,000.00
------	--------------

ESG

[HOME](#)

TOTAL **\$ 240,000.00**

POI

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CITY OF OXNARD
PROJECT OVERVIEW AND INFORMATION
Fiscal Year 2016-2017

Other Funding sources	<u>n/a</u>	Explain: _____
Other Funding sources	_____	Explain: _____
Other Funding sources	_____	Explain: _____

Section VI Funding Period

The FY 2016-2017 begins on July 1, 2016 and ends June 30, 2017.

Note: Available CDBG funds will be re-directed to assist the urgent need in case of emergency disaster such as earthquake, flooding, without going through the citizen participation process.





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Authorization to Submit Two FEMA Grants

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

RECOMMENDATION:

That City Council adopt a resolution authorizing: the submittal of two grant applications by the City Manager, one application for a Light & Air Emergency Response Vehicle and a second application for Leadership Training; the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee to submit non-financial reports.

BACKGROUND

The City of Oxnard is eligible to submit two grant applications to FEMA for consideration of federal funds totaling \$602,000. Fire Departments are eligible to apply to the FEMA Assistance to Firefighter Grants program (AFG) to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on an annual basis. The grant funds will provide for 1) a Regional Light & Air Vehicle and 2) Leadership Training, if awarded.

The Regional Light & Air Vehicle grant application is for \$470,000 and would provide funds to

Authorization to Submit Two FEMA Grants

December 6, 2016

Page 2

purchase an emergency response vehicle capable of providing breathing air to fill self-contained breathing apparatus tanks, dive tanks and lighting at the scene of an incident, not only for the Fire Department but as a City resource for other City departments. This vehicle would replace a 2002 Fire Department vehicle with approximately 157,000 miles. This grant application is agency specific to the Oxnard Fire Department however the resource will be utilized in Regional response to incidents in West Ventura County. There is a matching funds requirement of 10% (\$47,000) of the grant, if awarded.

The Leadership Training grant application is for \$132,000 to provide 40 Fire personnel with the L380 Fireline Leadership course. The funds will cover the week-long training contractor and personnel costs. The intent of the training is to provide unit supervisors with the tools to build and maintain effective and cohesive crews/teams. There is a matching funds requirement of 10% (\$13,200) of the grant, if awarded.

STRATEGIC PRIORITIES

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

Objective 3a. Maximize funding sources.

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

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

FINANCIAL IMPACT

There is a matching funds requirement of 10% for each grant, if awarded. The grant for the Light & Air Vehicle requests funds of \$470,000 and the total matching funds for the grant application would be \$47,000. If awarded, the Fire Department would include an increase to the FY17-18 Fire Operating General Fund Capital Outlay budget (Account 101-2201-802.86.06)

Authorization to Submit Two FEMA Grants

December 6, 2016

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from \$12,923 to \$47,000, an increase of \$34,077, as matching funds for the Light & Air vehicle.

The Leadership Training grant application for \$132,000 would require a 10% match of \$13,200. The Fire Department would provide the \$13,200 matching funds from FY17-18 Fire Operating General Fund Training budget (Account 101-2201-802.83-43).

ATTACHMENTS:

Attachment A - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of two application to the Federal Emergency Management Agency (FEMA) for \$602,000 in total Assistance to Firefighter (AFG) grant funds for 1) a Light & Air Emergency Response Vehicle and 2) Leadership Training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of the two grant applications by the City Manager for 1) a Light & Air Emergency Response Vehicle and 2) Leadership Training. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 6th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

Stephen M. Fischer, City Attorney

Attachment #A



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1**

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Arturo Casillas
Housing Director

A handwritten signature in blue ink, appearing to read "Arturo Casillas".

SUBJECT: Extremely-Low to Low-Income Needs Assessment FY2017-18 AAP

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

RECOMMENDATION:

That City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness for the preparation of the FY2017-18 Annual Action Plan.

DISCUSSION

On June 11, 2013, the City Council adopted the 2013-2018 Consolidated Plan (ConPlan), as required by the U.S. Department of Housing and Urban Development (HUD), for submission of goals and objectives for HUD's community planning and development, housing and homelessness programs. The ConPlan, approved by HUD in August of 2013, serves as: (1) a planning document for comprehensive housing affordability strategies, ending homelessness strategies, and community development planning for the City; and (2) an application for funding under the Community Planning and Development formula grant programs, which consist of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG).

For each year of the Plan's existence, the City must submit an Annual Action Plan (AAP), which is also the City's annual application to HUD for funding for the three above-mentioned entitlement grants. The City is required to submit the FY 2017-2018 Annual Plan to HUD no later than 45 days prior to the commencement of the 2017-18 fiscal year (i.e., no later than May 15, 2017).

HUD's Formula Grant Programs

The City has received community and development CDBG funding for approximately 41 years, or since 1975; HOME funding for approximately 24 years, or since 1992; and HESG funding for approximately 26 years, or since 1990. The HUD Formula Grant Programs Five-Year Entitled Summary (Attachment No. A) illustrates the variations of these grant amounts from 2012 to the present.

The City has used CDBG funding for neighborhood street and park improvements, homeownership assistance, owner occupied mobile home replacements, housing rehabilitation and public service activities targeted to low-income persons. HOME funding has provided low-income families with down payment assistance, allowing them to become first-time homeowners, and has provided funding for the rehabilitation of single family and mobile home units. HOME funds have also been used for the construction of new for sale or rental affordable housing units, through partnerships with several Community Housing Development Organizations (CHDOs), such as Many Mansions, Cabrillo Economic Development Corporation, and Habitat for Humanity of Ventura County. ESG funding has provided funding for homeless prevention, rapid re-housing, the operation of emergency and transitional homeless shelters and the HUD required Homeless Management Information System (HMIS) program.

Citizen Participation Process

In October 1994, the City adopted a Citizen Participation Plan (CPP), which was updated in July 2000 (Attachment B). The CPP encourages citizens to participate in the development of both the Consolidated and the Annual Action Plans. The CPP requires the City to conduct at least two public hearings for the AAP. The first hearing was noticed (Attachment C) and is intended to obtain Council direction and input from individuals and organizations, on the unmet housing, homeless, and community development needs that the City may want to address in the next AAP, to meet the goals set in the ConPlan.

This hearing also begins the program and activities application process for City departments and nonprofit agencies to receive funding under the three entitlement grant programs beginning July 1, 2016. The second public hearing, usually conducted in late April or early May, is for Council to provide direction to staff on the grant priorities and allocations for the use of the CDBG, HOME and ESG grant funds in the upcoming FY 2017-2018 program year.

STRATEGIC PLAN

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

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

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

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

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

FINANCIAL IMPACT

There is no financial impact to conducting the public hearing.

ATTACHMENTS:

- A. Oxnard Citizen Participation Plan
- B. FY2017-18 Action Plan 1st Public Hearing Notice
- C. Entitlement Summary Attachment for Dec 6 2016 Public Hearing

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.

CITY OF OXNARD
Notice of Public Hearing
Unmet Needs of Low-Income Persons Related to Affordable Housing, Homelessness, Public
Facilities and Improvements, and Public Services
December 6, 2016 at 6:00 p.m. and or soon thereafter

Notice is hereby given that the Oxnard City Council will conduct a public hearing on **Tuesday, December 6, 2016, at 6:00p.m.**, or as soon thereafter as the matter may be heard, in the **Council Chambers, 305 West Third Street, Oxnard, California.**

Notice is hereby further given that the purpose of the public hearing is to receive input on the housing , homelessness, public facilities and improvements, and/or public services unmet needs of extremely low- to low-income persons residing in the City of Oxnard, which are not currently being addressed by the City or local agencies and organizations. Presentations may be made by local agencies, organizations and individuals on proposed or current projects to satisfy those needs. Topics which may be addressed include: affordable housing; homelessness; transitional and permanent housing for homeless persons/households or those who are at risk of becoming homeless; public facilities; infrastructure improvements; public services; disabled accessibility; and/or other community development needs.

Comments about these and other related issues will be used in the preparation of the City's Fiscal Year 2017-2018 Annual Action Plan, as required by the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan is the fifth annual plan component of the Consolidated Plan for FYs 2013-2018. HUD requires the submission of an Annual Action Plan prior to the release of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Solutions Grant (HESG) grant monies to fund local projects starting on July 1, 2017. The **public comment period begins November 6, 2016, and concludes on December 6, 2016.**

The City received \$2,201,149 in CDBG, \$595,832 in HOME and \$191,905 in HESG funds for the FY 2016-2017, but estimated to receive the following allocation of the three entitlement grants from HUD for the next fiscal year 2017-2018:

\$1,981,035 - CDBG funds may be utilized for public facilities and improvements, housing, economic development programs, public services (limited to 15% of the grant amount), planning and general administration (limited to 20% of the grant allocation).

\$536,239 - HOME funds may be utilized to increase the supply of affordable housing for low-income persons, or to assist low-income families to purchase housing. Eligible projects include administration (limited to 10% of the grant amount), acquisition, new construction, first-time homebuyer assistance, rehabilitation of housing units, and tenant-based rental assistance.

\$172,275 - HESG funds may be utilized for street outreach, emergency shelter, homelessness prevention, rapid rehousing assistance, homeless management information system (HMIS) and administrative costs (limited to 7.5% of the grant amount).

Please note that **mandatory pre-application workshops** related to the overview of HUD regulations and Oxnard's entitlement grants application process for all potential applicants are scheduled for December 14 and 15, 2016, at Oxnard Main Library, Room B, located at 251 South "A" Street in Oxnard. Additional detailed information will be posted in the City's website.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Juliette Dang, Interim Grants Manager, at (805) 385-7493. Written comments may be addressed to the following:

City of Oxnard Housing Department
 Grants Management Division
 435 South "D" Street, Oxnard, CA 93030



HUD FORMULA GRANT PROGRAMS
FIVE-YEAR ENTITLEMENT SUMMARY

	2012	2013	2014	2015	2016	*Estimated 2017
Community Development Block Grant (CDBG)	\$2,063,138	2,185,785	2,145,231	2,131,803	2,201,149	1,981,035
HOME Investment Partnerships Act (HOME)	\$667,268	646,077	638,502	561,174	595,832	536,239
Emergency Shelter Grant (ESG)	\$214,100	\$150,512	177,570	191,219	191,905	172,275
Total	\$2,994,506	\$2,982,374	2,961,303	2,884,196	2,988,886	2,689,549



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: December 6, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Marijuana Code Amendment (5/10/20)

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

RECOMMENDATION:

That City Council approve the first reading by title only and waive further reading of an ordinance amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

BACKGROUND

On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was passed by the California voters as Proposition 64. The AUMA legalizes the nonmedical use of marijuana by persons 21 years of age and over, the personal cultivation of up to six marijuana plants, and commercial marijuana businesses with a state license. The AUMA provides that local governments can reasonably regulate, but not ban, personal indoor cultivation of up to six living marijuana plants within a private residence. The AUMA allows local governments to regulate (including banning) personal outdoor cultivation operations. Marijuana cultivation, both indoor and outdoor, is currently prohibited in the City by Oxnard City Code Section 7-282.

Code Amendment in Response to AUMA Passage

With passage of Proposition 64, the portion of the City’s existing regulations that prohibits indoor cultivation must be amended to be consistent with the AUMA. Personal indoor cultivation of up to six living marijuana plants within a person’s private residence (a house, apartment, mobile home, or similar dwelling unit) may not be prohibited by City regulations. Cultivation of up to six plants in a greenhouse on the same property as the residence that is fully

Marijuana Amendment (5/10/20)

December 6, 2016

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enclosed, secure, and not publicly visible is also considered personal indoor cultivation under the AUMA. The proposed amendment (Attachment A) provides that indoor cultivation in compliance with state law is not prohibited within the City. Staff intends to return to the City Council soon with a workshop/study session to discuss the other implications of the passage of the AUMA, including commercial activities. It is not anticipated that the required state licenses for commercial marijuana activities will issue before January 1, 2018.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

No financial impact at this time.

ATTACHMENTS:

Attachment A: Marijuana Cultivation Amendment

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
SECTION 7-282 OF ARTICLE XVI OF CHAPTER 7 OF THE OXNARD CITY CODE
RELATING TO MARIJUANA CULTIVATION

.....

WHEREAS, In January of this year the City Council adopted Ordinance 2898 prohibiting medical marijuana dispensaries, and marijuana cultivation and deliveries; and

WHEREAS, the City Council found that commercial medical marijuana activities, as well as cultivation can adversely affect the health, safety, and well-being of City residents; and

WHEREAS, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was passed by the California voters as Proposition 64; and

WHEREAS, the AUMA provides that local governments can regulate, but not ban, personal indoor cultivation of up to six living marijuana plants within a private residence; and

WHEREAS, consistent with the AUMA, the City wishes to amend Section 7-282 of Article XVI to Chapter 7 of the Oxnard City Code to clarify that indoor marijuana cultivation in compliance with the AUMA is not prohibited.

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

Part 1. Section 7-282 of Article XVI of Chapter 7 of the Oxnard City Code is hereby amended to read as follows:

“7-282. CULTIVATION OF MARIJUANA PROHIBITED.

Marijuana cultivation by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited within the city, with the exception of indoor personal, non-commercial marijuana cultivation not to exceed six plants in compliance with Cal. Health and Safety Code section 11362.2.”

Part 2. The foregoing recitals are true and correct.

Part 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that

any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause this ordinance to be published with fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933(a). Ordinance No. _____ was first read on _____, 2016, and finally adopted on _____, 2016, to become effective thirty days thereafter.

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: Report

AGENDA ITEM NO.: 2

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

SUBJECT: External Auditor Contract Amendment

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

RECOMMENDATION:

That the City Council: 1) Appropriate an additional \$84,145 for costs associated with the State Controller's review of the FY 2014-15 Single Audit, 2) Authorize the City Manager to sign a letter acknowledging that Eadie & Payne, LLP., will bill the City for the cost of producing documents in response to a subpoena related to the Measure M litigation, and 3) Appropriate an additional \$5,000 for costs associated with responding to the subpoena related to the Measure M litigation.

BACKGROUND

The State Controller's Office (SCO) informed the City of Oxnard that per State law, it would be conducting a desk review of the City's Single Audit Report for FY 2014-15, and a quality control review of the City's external auditor Eadie & Payne, LLP.

The SCO completed its desk review of the Single Audit and found no significant issues with the firm's work papers. The SCO next began work on a quality control review (QCR) to verify if the City's external auditor, Eadie & Payne, followed the Generally Accepted Governmental Auditing Standards set forth by the United States Government Accountability Office (GAO), and the United States Office of Management and Budget (OMB) A-133 Compliance Supplement.

External Auditor Contract Amendment
December 6, 2016
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This review, which was brought forth due to the outcome of the City's Single Audit, as well as requests from residents and City elected officials to the SCO to audit the City's record keeping, caused the audit firm additional expense above the previously agreed-upon contract pricing.

The reviews required over 400 hours of audit staff work to comply with the SCO's request for documentation. An invoice for the costs is attached.

The audit firm is seeking relief of these additional costs that were incurred by the additional review of the SCO. The City requested the external audit firm review its charges and consider the possibility of a discount for the City. The attached invoice for \$84,145 reflects a \$24,505 reduction in costs that will be absorbed by the audit firm.

In addition, the audit firm has recently received a subpoena from Aaron Starr's attorney related to the City's litigation with Mr. Starr and the Measure "M" initiative. The final cost to retrieve, copy, and submit to the attorney is not yet known, but the firm has incurred costs of approximately \$3,900 to date. The firm has submitted a letter asking the City to acknowledge that they will bill the City for the time and supplies needed to comply with the subpoena. The letter is attached.

FINANCIAL IMPACT

The cost for the SCO review and subpoena related to litigation with Mr. Starr were not budgeted expenses in the Adopted Budget FY 2016-17.

These costs will need to be appropriated from the fund balances. The cost of SCO review will be appropriated from General Fund reserve in the amount of \$84,145 to Finance General Fund Audit Services (Account 101-1601-801.82-03). Currently, there is approximately \$10.9 million in cash in General Fund.

The cost for the subpoena will be appropriated from Wastewater Fund reserve in the amount of \$5,000 to Wastewater Audit Services (Account 611-6101-842.82-03). Currently, there is approximately \$9.0 million in cash, but due to the repeal of the wastewater rates, cash will be needed for ongoing operating and maintenance (O&M) expenses, as well as debt service.

ATTACHMENTS:

BA - AUDIT COST RELATED TO SCO & MEASURE M

Attachment A: E&P SCO Invoice

External Auditor Contract Amendment
December 6, 2016
Page 3

Attachment B: E&P subpoena letter

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
Project/Program
Manager: Jim Throop

Date: December 19, 2016
Phone: (805) 385-7461

Reason for Appropriation:

To provide funding to pay Eadie & Payne for cost related to FY14-15 State Controller's Audit in the amount of \$84,145 and subpoena cost in amount of \$5K related to City's litigation with Mr. Starr and Measure M

Accounts and Descriptions**AMOUNT****Fund: GENERAL FUND (101)****Expenditures/Transfers Out****GENERAL ACCOUNTING (1601)**

101-1601-801.82-03	CONTRACTS & SERVICES / SERVICES - AUDIT	84,145
	Sub-total Expenditures	84,145

Net Change to Fund Balance	(84,145)
-----------------------------------	-----------------

Fund: W/W COLLECTION OPERATING (611)**Expenditures/Transfers Out****SOURCE CONTROL/SERVICES (6101)**

611-6101-842.82-03	CONTRACTS & SERVICES / SERVICES - AUDIT	5,000
	Sub-total Expenditures	5,000

Net Change to Fund Balance	(5,000)
-----------------------------------	----------------

Net Appropriation Change	89,145
---------------------------------	---------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS

City of Oxnard
300 W. Third Street
Oxnard, CA 93030

10/13/16

REVISED INVOICE

For services related to SCO QCR

\$84,145

	<u>HOURS</u>	<u>AMOUNT</u>		<u>AMOUNT</u>
FEES @ STANDARD	469	\$ 122,153	BALANCE OF BILLS OUTSTANDING	\$ 107,446
TOTAL INVOICES		\$ 107,446	ADDITIONAL ABSORPTION	<u>(24,505)</u>
				\$ 82,941
PREVIOUS ADJUSTMENT		\$ 14,707	EXPENSES	<u>1,204</u>
ADDITIONAL ABSORPTION		<u>24,505</u>	REVISED INVOICE	<u><u>\$ 84,145</u></u>
TOTAL DISCOUNT		<u><u>\$ 39,212</u></u>		

Approved by:

Eden C Casareno, Engagement Partner



**CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS**

October 18, 2016

Jim Throop, Interim Chief Financial Officer
City of Oxnard
300 W. Third Street
Oxnard, CA 93030

RE: Deposition Subpoena
Case Name: City of Oxnard and Stephen Fisher, et al. v. Aaron Starr, et al.
Case Number: 52-2016-00479696-CU-MC-VTA

Dear Jim:

On October 10, 2016, Eadie and Payne, LLP received a deposition subpoena from attorneys representing Aaron Starr on the above referenced legal matter. The deposition subpoena ordered that we produce requested documents by October 28, 2016. Please see attached copy of deposition subpoena.

By signing below, you acknowledge that we will be providing the requested information and that we will bill you for any and all reasonable expenses, including fees and costs for our time at the rates specified in our agreement for accounting services as amended, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

If you have any questions, please let us know. Please sign the enclosed copy and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Eden C. Casareno

Eden C. Casareno

APPROVED AND AUTHORIZED: CITY OF OXNARD, CALIFORNIA

By: _____ DATE: _____
TITLE: Interim Chief Financial Officer

By: _____ DATE: _____
TITLE: City Manager

Corporate Office
215 S. Lemon Creek Dr.
Walnut, California 91789
(909) 594-5995
(800) 332-7704



New FAX Numbers
(909) 248-9122
(909) 248-9123
(855) 336-4444

RECORDS PERTAINING TO: EADIE AND PAYNE, LLP.
WORK ORDER #: 441157-01

Deposition Date: 10/28/2016

YOU HAVE BEEN SERVED WITH A SUBPOENA TO PRODUCE RECORDS.

All requested documents are due on the deposition date. This subpoena prohibits you from withholding or otherwise failing to produce any records or documents in the subpoena, unless you have approval from the party issuing the subpoena. This subpoena commands you to produce all of your records described within it, at the time and date as shown on the subpoena unless there is a court order, waiver, or stipulation which would release the records immediately. (This includes actual x-rays films, pathology slides, photographs, and billing records if requested.)

THE DECLARATION OF CUSTODIAN OF RECORDS MUST BE COMPLETED WHETHER OR NOT YOUR OFFICE HAS RECORDS.

PLEASE NOTIFY OUR OFFICE WHEN RECORDS ARE READY TO COPY

Complete this form and return it to our office or call 909-594-5995 ext. 2260 at Maria

Please check the appropriate line below:

___ All records are ready to be copied. Approx. size of chart _____
(example 1/4 inch, 3 inches, 2 feet)

 All records have been copied and are ready to pick-up. (All charges must be approved prior to copying.)

Please confirm the address where the records are to be copied. If the address is different than the address on the subpoena, please indicate the correct address below.

Address to Copy: _____

Business days and hours to copy: _____

Closed for lunch: _____ to _____

Contact person to see when we arrive: _____ phone # _____

If billing records are requested:

Billing records are in the chart.

Billing records will be printed and available for pick up when we copy.

____ Billing records not included, please contact _____ for billing records.

If X-ray Films/CT's/Images/Photographs are requested, please check the appropriate box below:

____ No X-ray Films, CT's, MRI's or Images exits.

☐ Yes, we have X-ray Films, CT's, MRI's, or Images. Please contact our office regarding X-rays.

 No Photographs exist.

☐ Yes, we have Photographs. Please contact our office regarding Photographs.

If pathology slides are requested and you have this item, please call our office.

IF YOU HAVE CHECKED **THOROUGHLY** and are unable to locate records with the information provided, please sign, date and check the appropriate boxes on the declaration of custodian of records (the last page of the subpoena.) Please return it to our office or mail it to the address on the top of the declaration.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): AMY M. ARSENEAUX (SBN: 305828), STATE BAR NO:305828 KAUFMAN, BORGEEST AND RYAN, LLP. 23975 PARK SORRENTO, SUITE 370 CALABASAS, CA 91302 TELEPHONE NO.: (818) 880-0992 FAX NO.(optional): (818) 880-0993 ATTORNEY FOR (Name): DEFENDANT, AARON STARR		FOR COURT USE ONLY  (909) 594-5995 PLEASE CALL WHEN RECORDS ARE AVAILABLE FOR COPYING <u>Maria</u> EXT. <u>226</u>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 800 SOUTH VICTORIA AVENUE CITY AND ZIP CODE: VENTURA, 93009 BRANCH NAME: HALL OF JUSTICE		
PLAINTIFF(s)/ PETITIONER: CITY OF OXNARD AND STEPHEN FISCHER, ET AL. DEFENDANT/ RESPONDENT: AARON STARR, ET AL.		
DEPOSITION SUBPOENA For Production of Business Records		CASE NUMBER: 56-2016-00479696-CU-MC-VTA

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):

CUSTODIAN OF RECORDS FOR: **EADIE AND PAYNE, LLP., 1839 W. REDLANDS BLVD., REDLANDS CA, 92373**

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:

To (name of deposition officer): **RON SIN FOR CSI GLOBAL DEPOSITION SERVICES/RECORD RETRIEVAL**
 On (date): **October 28, 2016** At (time): **9:00 AM**
 Location (address): **215 S. LEMON CREEK DRIVE, WALNUT, CA 91789** Ph: **(909) 594-5995**

Do not release the requested records to the deposition officer prior to the date and time stated above.

- a. ☐ by delivering a true, legible and durable copy of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
- b. ☐ by delivering a true, legible and durable copy of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code Section 1563(b).
- c. ☒ by making the original business records described in item 3 available for inspection at your business address by the attorney's representative and permitting copying at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code Section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code Section 1561.
3. The records to be produced are described as follows (if electronically stored information is demanded, the form or forms in which each type of information is to be produced may be specified):
SEE ATTACHMENT "3" FOR RECORDS REQUESTED
- ☒ Continued on Attachment 3.
4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: **September 28, 2016**

/s/

(SIGNATURE OF PERSON ISSUING SUBPOENA)

AMY M. ARSENEAUX (SBN: 305828)

ATTORNEY AT LAW

(TYPE OR PRINT NAME)

(TITLE)

(Proof of service on page two)

RON SIN
WALNUT CA, 91789
Phone: (909) 594-5995 Fax: (909) 598-2308

Case Number: 56-2016-00479696-CU-MC-VTA
Case Name: CITY OF OXNARD AND STEPHEN FISCHER, ET AL.
vs.
AARON STARR, ET AL.

ATTACHMENT 3

The records to be produced are described as follows:

THE RECORDS REQUESTED ARE regardless of date FOR THE FOLLOWING TYPES OF RECORDS: ANY AND ALL DOCUMENTS, COMMUNICATIONS, REPORTS, DATA, WRITTEN COMMUNICATIONS, CONTRACTS, WORK PRODUCT EXCHANGE BETWEEN THE CITY OF OXNARD (INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING PERSONS OR ENTITIES: DANIEL RYBERG; SCOTT WHITNEY; COLANUONO; HIGHSMITH & WHATLEY, APC; THIEN NG; MICHAEL MORE; DAVE MILLICAN; LICETTE MALDONADO; JEFFREY MILLER; ALEXANDER BUGBEE; AND GREG NYHOFF) AND EADIE PAYNE, LLP., REGARDING THE CITY OF OXNARD'S ENGAGEMENT OF EADIE AND PAYNE, LLP., FOR ANY TYPE OF SERVICES WHATSOEVER SINCE 2012. ANY AND ALL DOCUMENTS, COMMUNICATIONS, REPORTS, DATA, WRITTEN COMMUNICATIONS, CONTRACTS, WORK PRODUCT CREATED BY ANY EMPLOYEE OR INDEPENDENT CONTRACTOR OF EADIE AND PAYNE, LLP., RELATED TO OR IN FURTHERANCE OF THE WORK CONTRACTED BY THE CITY OF OXNARD TO PERFORM.

Corporate Office
215 S. Lemon Creek Dr.
Walnut, California 91789
PH. (800) 332-7704
FX. (800) 249-2375



**PROOF OF SERVICE
(1013A(3), 2015.5 C.C.P.)**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of or employed in the aforesaid County; I am over the age of eighteen years and not a party to the within entitled action; my business address is 215 S. LEMON CREEK DRIVE, WALNUT, CA 91789.

On **September 28, 2016**, I served the foregoing documents described as:

**DEPOSITION SUBPOENA FOR THE PRODUCTION OF
BUSINESS RECORDS AND ATTACHMENT 3**

on all parties in this action by placing a true copy thereof in a sealed envelope addressed as follow:

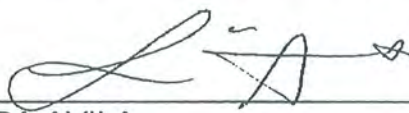
HOLLY O. WHATLEY
COLANTUONO, HIGHSMITH & WHATLEY P.C.-C
300 SOUTH GRAND AVENUE, SUITE 2700
LOS ANGELES, CA 90071
ATTORNEY FOR PLAINTIFF, CITY OF OXNARD AND STEPHEN FISCHER, ET AL.

BRIAN T. HILDRETH
BELL, MCANDREWS AND HILTACHK LLP-C
455 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814
ATTORNEY FOR DEFENDANT, AARON STARR

By Mail - I am readily familiar with the business' practice for collection and processing of correspondence for mailing within the United States Postal Service. Under that practice the correspondence would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at WALNUT, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in affidavit.

I attest I have complied with the C.C.P. section 1985.3(B), 1985.6.
I declare; under penalty of perjury, under the laws of the State of California that the above is true and correct.

Executed on September 28, 2016, at WALNUT, CA.



LAURA AVILA

RON SIN**N.2.c**

215 S. LEMON CREEK DRIVE
 WALNUT, CA 91789 PH: (800) 331-0006
 Registered Los Angeles County # 2015197812

DECLARATION OF CUSTODIAN OF RECORDSRegarding: **EADIE AND PAYNE, LLP.**

SS#

DOB:

Our File # **441157**Location: **EADIE AND PAYNE, LLP., 1839 W. REDLANDS BLVD., REDLANDS, CA**

I, the undersigned, being the duly authorized Custodian of Records and having authority to certify the records declare the following:

☐**CERTIFICATION OF RECORDS COPIED**

The records were prepared by the personnel of the business in the ordinary course of business at or near the time of the act, condition, or event. I testify to its identity and the mode of its preparation; and the sources of information and method of time of preparation were such as to indicate its trustworthiness. The copy is a true copy of all the documents requested:

- ☐ **MEDICAL** ☐ **XRAYS ON FILM/CD** ☐ **BILLING** ☐ **EMPLOYMENT**
☐ **DENTAL** ☐ **PHOTOGRAPHS** ☐ **PATHOLOGY** ☐ **ELECTRONICALLY STORED DOCUMENTS**
☐ **OTHER** _____

described in the subpoena duces tecum/deposition subpoena or:

Pursuant to Evidence Code Section 1560(e), the original records described in the subpoena duces tecum/deposition subpoena were delivered to the attorney or the attorney's representative for copying at the witness' place of business.

☐**CERTIFICATION OF NO:**

- ☐ **RECORDS** ☐ **RECORDS ARE LOST/DESTROYED** ☐ **DENTAL**
☐ **XRAYS** ☐ **NO RECORDS EXIST FOR DATES REQUESTED** ☐ **PHOTOGRAPHS**
☐ **BILLING** ☐ **PATHOLOGY** ☐ **OTHER**

A. A thorough search of our files, carried out under my direction and control revealed no documents, records or other things called for in the subpoena duces tecum/deposition subpoena presented to me.

B. That, it is understood that such records could exist under another spelling, name or classification, that with the information furnished, and to the best of our knowledge, no such records exist in our files.

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on _____ at _____, California

Print Name _____ Signed _____

DO NOT WRITE BELOW THIS LINE FOR OFFICE USE ONLY

CERTIFICATION OF PROFESSIONAL PHOTOCOPIER

☐ I am the attorney or the attorney's representative and I state that I made true copies of all the original records delivered to me by the Custodian of Records of the above indicated location.

☐ I am the attorney or the attorney's representative and I state that original records were not made available to me by the Custodian of Records of the above indicated location and that I received copies of records from the Custodian.

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on _____ at _____, California

Print Name _____ Signed _____

Pursuant to Business and Professions Code Section 22462, I will maintain the integrity and confidentiality of information obtained under the applicable codes and distribute the records copied by RONSIN to the authorized person or entities.

Order#: 441157-01/RPROOF59

By:



Thomas D. Alkema, Ronsin Litigation Support

Packet Pg. 185



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: December 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Formation of Wagon Wheel Community Facilities District (10/20/10)

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

RECOMMENDATION:

That City Council adopt a resolution:

1. Authorizing the California Statewide Communities Development Authority ("CSCDA") to form a Community Facilities District within the City of Oxnard to finance certain improvements, services, and development impact fees,
2. Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the Community Facilities District financing,
3. Approving an Acquisition Agreement between the City and the Developer, and
4. Authorizing City staff to cooperate with CSCDA and its consultants in connection with the Community Facilities District formation and financing.

BACKGROUND

On January 27, 2009, City Council approved a development agreement ("Development Agreement") with Oxnard Village Investments LLC for the development of the former Wagon Wheel property. The Wagon Wheel development, which is currently underway, is an

Formation of Community Facilities District for Wagon Wheel Development

December 6, 2016

Page 2

approximately 62-acre property located along Highway 101 and Oxnard Blvd. The project consists of approximately 1,500 dwellings, composed of condominiums and apartment units. On July 28, 2015, the City Council approved the First Amendment to the Development Agreement, which defined the need for the Developer Participation in Storm Water and Flood Protection. These improvements, along with other public infrastructure would be constructed and maintained through the formation of a Financing District. In addition, Paragraph 7(g) was revised in the First Amendment to the Development Agreement as follows:

“Financing Districts. *At City’s request, Developer agrees to the formation of one or more Financing Districts to be formed over all or part of the Property in accordance with this Agreement and applicable conditions of approval for Tract No. 5745. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed, including, but not limited to: public parks; public landscaping; the Multi-Use Path (“MUP”), including exercise equipment in the MUP area; the MUP bridge over Oxnard Boulevard; street lights; retaining walls, including the retaining wall on Oxnard Boulevard and Ventura Road; street trees; medians and sidewalks in the and adjacent to the Project; floodwalls, flood improvements, and flood protection facilities; storm water quality best management practices devices (such as storm water filters and grassy swales, etc.); Caltrans landscape area(s); school facilities and/or mitigation payments; as well as any other public improvement mutually agreed upon in writing by the City and Developer.....”*

The First Amendment to the Development Agreement indicates that the City will create such a District to assure the construction of flood control facilities, the cost of which would otherwise be borne by the taxpayers for the City at large. The First Amendment of the Development Agreement recites at Paragraph C as follows:

“City desires that Developer undertake additional measures that will benefit the public generally. In particular, as further described below, Developer agrees to provide additional protection from storm waters and flooding over and above that required by current entitlements. In particular, City, per a letter dated October 6, 2014 to the Ventura County Watershed Protection District (the “District”), desires to proceed in conjunction with the District to construct Alternative I-C for Reach 1-3 and Alternative II-D for Reach 4 as described in the RBF Study dated March 2014 in order to maintain the Project area and surrounding areas outside of the 1% chance (100-year) storm event.”

Also, the First Amendment to the Development Agreement in Section 1 states, in part:

“The Flood Protection Improvements, when constructed and accepted, shall be public

Formation of Community Facilities District for Wagon Wheel Development

December 6, 2016

Page 3

improvements maintained and operated through the creation of a Financing District (as that term is defined in Paragraph 1.14 of the Original Agreement) in accordance with Paragraph 7(g) of the Original Agreement and applicable conditions of approval for Tract No. 5745.”

Without the creation of a Community Facilities District, the burden of the flood control facilities would shift to the City if the developer fails to, or is unable, to build the facilities.

The successor developer to Oxnard Village Investments LLC, Oxnard CRFL Partners, LLC (the “Developer”) has requested formation of a Community Facilities District (“CFD”) to finance public infrastructure facilities, flood protection system, fees, and certain City ongoing operational costs of the City (“O&M Costs”) such as public parks, roadway landscape, street lights, storm water quality device maintenance, flood protection improvements maintenance, among other costs. The Development Agreement provides for the formation of a CFD for both the O&M costs and also financing of developer fees and public infrastructure.

The affordable housing units already developed on the former Wagon Wheel site are exempted from the special tax and are **not** a part of the proposed CFD. See boundary map attached as Exhibit A to the resolution.

Staff is proposing that the CFD be formed through the California Statewide Communities Development Authority (“CSCDA”). CSCDA offers CFD financing through the Statewide Communities Infrastructure Program (“SCIP”), of which the City has been a member since 2003. The SCIP program affords the City the opportunity to provide CFD financing for development projects with considerably less risk than acting as issuer of the bonds. CSCDA will form the district and issue the bonds and as such will be responsible for handling the funds, administering the tax levy, filing continuing disclosure reports and foreclose if there are late property tax payments. Per the attached resolution, CSCDA is required to adhere to the City’s CFD policies (“Local Goals and Policies”) pertaining to tax rates and value to lien ratios (such Local Goals and Policies attached as Resolution No. 11,630). For example, City Resolution No. 11,630 requires minimum value to lien ratio of 3:1, and an estimated maximum property tax rate of no more than 2% per annum based upon the projected value of the units.

The attached resolution accomplishes the following:

- Authorizes the CSCDA to form a CFD to finance a proposed list of city facilities and fees as well as O&M costs which will be defined pursuant to a separate agreement between the developer, the Homeowner’s Association (“HOA”) and the City. The O&M costs

Formation of Community Facilities District for Wagon Wheel Development

December 6, 2016

Page 4

will be part of the CFD special tax supporting the bonds.

- Requires the City Manager or his designee to provide written approval of the special tax rate and method of apportionment before such rate and method of apportionment is adopted by CSCDA.
- Approves the list of facilities, fees and services to be financed (Exhibits B and C).
- Provides that CSCDA is the issuer of any bonds and is fully responsible for their issuance and administration.
- Authorizes the execution of joint community facilities agreements to finance fees of other public entities.
- Authorizes the City Manager or designee to execute the form of Acquisition Agreement (Exhibit D) on behalf of the City in substantially the form as attached, with such changes as shall be approved by the City Manager after consultation with the City Attorney.
- Provides funding through the CFD to the City to finance the City Services as referenced in Exhibit C.
- Authorizes the City Manager or his designee to cooperate with CSCDA and to execute certificates and documents in connection with a future bond issuance for the CFD.

The City Manager or his designee will have final approval of the formation documents, including the Rate and Method of Apportionment, prior to CSCDA commencing the CFD proceedings. The CFD will be authorized to issue an estimated \$35 to \$42 million and the first series of bonds is expected to be issued in the spring of 2017.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

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

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

Objective 1b. Develop master plans for other City facilities and vehicles.

FINANCIAL IMPACT

The Developer is responsible for all the costs associated with forming the CFD and issuing the bonds. The City will benefit through the funding of approximately \$450,000 per year of annual operation and of maintenance costs, which will fund the maintenance of public improvements, and related staff time and overhead, within the boundaries of the CFD and identified in Exhibit C. There is no cost to the City's General Fund related to the adoption of the attached resolution.

ATTACHMENTS:

Resolution authorizing formation of Wagon Wheel CFD

Boundary Map - Wagon Wheel CFD

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (1) AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO FORM A COMMUNITY FACILITIES DISTRICT WITHIN THE TERRITORIAL LIMITS OF THE CITY OF OXNARD TO FINANCE CERTAIN PUBLIC IMPROVEMENTS, SERVICES AND DEVELOPMENT IMPACT FEES; (2) EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF THE COMMUNITY FACILITIES DISTRICT FINANCING; (3) APPROVING AN ACQUISITION AGREEMENT BETWEEN THE CITY AND THE DEVELOPER; AND (4) AUTHORIZING STAFF TO COOPERATE WITH THE AUTHORITY AND ITS CONSULTANTS IN CONNECTION THEREWITH.

WHEREAS, the City of Oxnard (the “City”) is a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the “State”); and

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a California joint-exercise of powers authority lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code; and

WHEREAS, the City is a party to the Joint Powers Agreement and by virtue thereof a member (a “Program Participant”) of the Authority; and

WHEREAS, the Joint Powers Agreement was entered into to establish the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants; and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants; and

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Act”) is an applicable provision of State law available to, among other things, finance public improvements and services necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, there is a development project in the City owned by Oxnard CRFL Partners, LLC, a Delaware limited liability company (respectively, the “Development Project” and the “Developer”) and the Developer has requested the City to consider formation of a community facilities district for the Development Project under the Act and in compliance with the First Amendment to the Development Agreement (Agreement Number A-7122); and

WHEREAS, the City does not desire to allocate City resources and City staff time to the formation and administration of a community facilities district and to the issuance of bonds; and

WHEREAS, the Development Project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City; and

WHEREAS, both the Authority and the City are “local agencies” under the Act; and

WHEREAS, the Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act; and

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form a community facilities district (the “Authority CFD”) within the territorial limits of the City to finance public improvements, services and fees required of the Development Project; and

WHEREAS, a form of Acquisition Agreement (the “Acquisition Agreement”) between the City and the Developer has been presented to the City Council and is on file with the City Clerk; and

WHEREAS, nothing herein constitutes the City’s approval of any applications, Development Project entitlements and/or permits, and such, to the extent required in the future, are subject to and contingent upon City Council approval following, to the extent applicable, environmental review in compliance with the California Environmental Quality Act (“CEQA”); and

WHEREAS, nothing herein affects, without limitation, requirements for and/or compliance with any and all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting; and

WHEREAS, the City Council is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Oxnard that it does hereby find, determine, declare and resolve as follows:

Section 1. The City hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to municipal affairs of the City and the statements, findings and determinations of the City set forth in the recitals above and in the preambles of the documents approved herein are true and correct.

Section 2. This resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, and under the Authority’s Local Goals and Policies (see below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a community facilities district (the “Community Facilities District”) with boundaries

substantially as shown on Exhibit A, attached hereto, and to authorize a special tax and to issue bonds with respect thereto.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a joint community facilities agreement between the City and the Authority under the Act. As, without this resolution, the Authority has no power to conduct proceedings under the Act to form the Community Facilities District, adoption by the Commission of the Authority of the Resolution of Intention to form the Community Facilities District under the Act shall constitute acceptance of the terms hereof by the Authority.

Section 4. This resolution and the agreement it embodies are determined to be in the best interests of the residents of the City, and of the future residents of the area within the Community Facilities District.

Section 5. The City acknowledges that the Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Act. The City approves the use of those Local Goals and Policies in connection with the Community Facilities District. The City hereby agrees that the Authority may act under those Local Goals and Policies in forming and administering the Community Facilities District. Before the Authority adopts any rate and method of apportionment of special tax, the Authority will obtain written approval of such rate and method of apportionment from the City Manager, Assistant City Manager, or such person as the City Manager or Assistant City Manager shall designate.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the Community Facilities District and to have it authorize the financing of the facilities and fees set forth on Exhibit B, attached hereto, and the financing of the services set forth on Exhibit C, attached hereto. All of the facilities, whether to be financed directly or through fees, are facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The facilities are referred to herein as the “Improvements,” and the Improvements to be owned by the City are referred to as the “City Improvements.” The fees are referred to as the “Fees,” and the Fees paid or to be paid to the City are referred to as the “City Fees.” The services are referred to as the “Services,” and the Services to be performed by the City are referred to as the “City Services.”

Section 7. For Fees paid or to be paid to another local agency (any such local agency referred to herein as an “Other Local Agency”), the Authority will obtain the written consent of that Other Local Agency before issuing bonds to fund such Fees, as required by the Act. For the Improvements to be owned by and Services to be provided by an Other Local Agency, the Authority will separately identify each in its proceedings, and will enter into joint community facilities agreements with each Other Local Agency prior to issuing bonds to finance Improvements, as required by the Act. Each joint community facilities agreement with an Other Local Agency will contain a provision that the Other Local Agency will provide indemnification to the City to the same extent that the City provides indemnification to the Other Local Agency under the terms of this resolution.

Section 8. The City Council certifies to the Commission of the Authority that all of the City Improvements, including the improvements to be constructed or acquired with the proceeds of City Fees, and all of the City Services are necessary to meet increased demands placed upon the City as a result of development occurring or expected to occur within the Community Facilities District. Joint community facilities agreements with each Other Local Agency shall each contain a certification with respect to the Improvements to be owned by, and Fees paid or to be paid to, the Other Local Agency equivalent to that made by the City in this paragraph.

Section 9. The Authority will apply the special tax collections initially as required by the documents under which any bonds are issued; and thereafter, to the extent not provided in the bond documents, may pay its own reasonable administrative costs incurred in the administration of the Community Facilities District. The Authority will remit any special tax revenues remaining after the final retirement of all bonds to the City and to each Other Local Agency in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Act. The joint community facilities agreements with each Other Local Agency must require such Other Local Agency to apply the special tax revenues they receive for their authorized Improvements and Fees under the Community Facilities District and for their own related administrative costs only as permitted by the Act.

Section 10. The Authority will administer the Community Facilities District, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the Community Facilities District (other than as a party to the agreement embodied by this resolution) nor will the City be or be considered to be an issuer of the bonds. The Authority shall obtain a provision equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 11. In the event the Authority completes issuance and sale of bonds, and bond proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund to be known as the "City of Oxnard Wagon Wheel Project Community Facilities District Acquisition and Construction Fund" (the "Acquisition and Construction Fund"). The portion of bond proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for City Improvements and City Fees and for the Improvements and Fees pertaining to each Other Local Agency.

Section 12. As respects the Authority and the Other Local Agencies, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid

requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and the Other Local Agencies shall have no responsibility in that regard. The City reserves the right, as respects the Developer, to require the Developer to contract with the City to assume any portion or all of this responsibility. The Authority shall obtain a provision equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 13. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and the Other Local Agencies and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with the City Fees. The City reserves the right, as respects the Developer, to require the Developer to assume by contract with the City any portion or all of this responsibility. The Authority shall obtain a provision equivalent to this paragraph in each joint community facilities agreement with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties with respect to such Other Local Agency's Improvements and the improvements to be constructed or acquired with the Other Local Agency's Fees.

Section 14. As respects the Authority and each Other Local Agency, the City agrees – once the City Improvements are constructed according to the approved plans and specifications, and the City and the Developer have put in place their agreed arrangements for the funding of maintenance of the City Improvements – to accept ownership of the City Improvements, to take maintenance responsibility for the City Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Developer, to require the Developer by contract with the City to assume any portion or all of this responsibility. The Authority shall obtain a provision equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency identifying the City and its officers, agents and employees as Indemnified Parties.

Section 15. The City acknowledges the requirement of the Act that if the City Improvements are not completed prior to the adoption, by the Commission of the Authority, of the Resolution of Formation of the Community Facilities District, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Developer, to assign appropriate responsibility for compliance with this paragraph to the Developer.

Section 16. The form of the Acquisition Agreement attached hereto as Exhibit D is hereby approved, and the City Manager or such officer's designee (the "City

Manager”) is authorized to execute, and deliver to the Developer, the Acquisition Agreement on behalf of the City in substantially that form, with such changes as shall be approved by the City Manager after consultation with the City Attorney and the Authority’s bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 17. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City’s acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 18. The Authority shall establish and maintain a special fund to be known as the “City of Oxnard Wagon Wheel Project Community Facilities City Services Fund” (the “Services Fund”). As respects the Authority and the Other Local Agencies, the City agrees to fully administer, and to take full governmental responsibility for, the provision of the City Services, and the Authority and the Other Local Agencies shall have no responsibility whatsoever in that regard. The Authority shall apply the amounts on deposit in the Services Fund, at the direction of the City, to fund the provision of the City Services. Under no circumstances will the Authority or any Other Local Agency have any obligation for the City Services beyond depositing special tax revenues collected, if any, in the Services Fund. The City reserves the right, as respects the Developer, to require the Developer to contract with the City to assume any portion or all of this responsibility. The Authority shall obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 19. The City accepts responsibility for and shall be responsible for identification of and for compliance with all applicable laws pertaining to the provision of the City Services. The Authority makes no representation as to the applicability or inapplicability of any laws relating to the provision of the City Services. The City agrees to indemnify and to hold the Indemnified Parties harmless from any and all claims, suits and damages (including costs and reasonable attorneys’ fees) arising out of the provision of the City Services. The City reserves the right, as respects the Developer, to require the Developer to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in each joint community facilities agreement with each Other Local Agency naming the City and its officers, agents and employees as Indemnified Parties with respect to such Other Local Agency’s Services.

Section 20. The City hereby consents to the formation of the Community Facilities District in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the Community Facilities District with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the bonds, all at no cost to the City and without binding or obligating the City’s general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that

would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

Section 22. Except to the extent of the indemnifications extended to the Other Local Agencies in the Agreement embodied by this resolution, and the City's agreement to take responsibility for and ownership of the City Improvements, no person or entity, including the Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 23. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and the Other Local Agencies to the extent of the indemnification provisions and the provisions whereby the Other Local Agencies agree to take responsibility for and ownership of their Improvements.

Section 24. This resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the Community Facilities District proceedings has ended or is otherwise terminated.

Section 25. The City Council hereby authorizes and directs the City Manager and other appropriate City staff to cooperate with the Authority and its consultants and to do all things necessary and appropriate to carry out the intent of this resolution and the Community Facilities District financing, and to execute any and all certificates and documents in connection with the bond issuance as shall be approved by the City Manager after consultation with the City Attorney and the Authority's bond counsel.

Section 26. The City Council hereby approves delivery of a certified copy of this resolution to the Authority's Bond Counsel, Orrick, Herrington & Sutcliffe LLP.

Section 27. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following

vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

EXHIBIT A
COMMUNITY FACILITIES DISTRICT BOUNDARIES
[ATTACHED]

EXHIBIT B

AUTHORIZED IMPROVEMENTS AND FEES

Facilities

The planned public improvements include the following:

Phase II and Phase III Spine Road (including Sewer, Recycled Water, Water, Storm Drain, Street Improvements, Landscaping, Striping and Signage, and Bus Bay)

Oxnard Entry & Widening

Flood Wall and Wagon Wheel Road Flood Gate Systems

Multi-Use Trail, including concrete paving

CalTrans Offramp/Multi-Use Trail Undercrossing

Underpass Bridge Railing

Pedestrian Bridge

Parks on Lot A, Lot B and Lot C

Sewer Lift Station

Storm Drainage

City Capital Facilities, including parks, roadways, wastewater, water, sewer, traffic improvements and recycled water

The improvements shall include all related clearing and grubbing, grading and appurtenances, and any removal or temporary signage or markings related thereto.

All street and bridge improvements include widening, paving and/or re-paving, striping and/or re-striping, pedestrian sidewalks or other related improvements or appurtenances, and utilities located within the public rights of way.

All facilities shall include attributed costs of project management, engineering, design, planning, construction, staking, materials testing and coordination of the Facilities.

The foregoing description of the types of facilities eligible to be financed is general in nature and includes any appurtenant work and incidental expenses relating to the facilities. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications for such facilities.

Fees

Golf Course Fee

Capital Growth Fee

Capital Growth – Fire Station & Ladder Truck

Traffic Impact Fees

EXHIBIT C

AUTHORIZED SERVICES

It is intended that the Community Facilities District will be eligible to fund all or a portion of the costs of construction of certain roadways and improvements detailed in Exhibit B, the operation, maintenance, repair, and servicing of improvements and landscape and irrigation improvements in parkways, medians and traffic circles, parks, multi-use trails and exercise equipment, park and ride facilities, transit area facilities, retaining walls, storm water filtration catch basins, flood protection concrete walls, flood protection gate and walls, annual inspections and FEMA certifications, street lighting and fixtures, and electric service costs, Caltrans edge landscape and vegetation, cultural preservation elements, and appurtenant facilities within or adjacent to the Community Facilities District.

The Community Facilities District may fund any of the following related to the maintenance of the services described above: obtaining, repairing, reconstructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City of Oxnard, either with its own employees or by contract with third parties, or any combination thereof, or may be provided by a contract with the master homeowner's or property owner's association. The Community Facilities District may also fund administrative fees of the City of Oxnard related to the Community Facilities District.

EXHIBIT D
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

City of Oxnard

and

Oxnard CRFL Partners, LLC

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the City of Oxnard (the “Local Agency”), and Oxnard CRFL Partners, LLC, a Delaware limited liability company (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of certain public capital improvements, and certain governmentally-imposed development fees (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). The fees will themselves finance public capital improvements. The public capital improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a Community Facilities District which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On [____], 20__, the Local Agency adopted Resolution No. [____] authorizing the Authority to form a community facilities district (the “Community Facilities District”) within the territorial limits of the Local Agency to finance the Acquisition Improvements. On [____], 20__, the Authority formed the Community Facilities District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the Community Facilities District authority on the Authority Commission.

D. Under SCIP, the Authority intends to levy special taxes and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the special taxes (including prepayments) and bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

E. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to be acquired from the Developer, and the specified development fees.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire the completed Acquisition Improvements. An itemized development fee shall be considered complete when it is paid by the Developer, or when it is payable directly from bond or special tax proceeds.

G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated

therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (the Acquisition Improvements and the Eligible Portions thereof), Exhibit B (form of Requisition), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

Agreement

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except (i) those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title and (ii) the lien of the Community Facilities District or any other community facilities district or assessment district provided that the property owned by the Local Agency is exempt from such taxation or assessment.

“Acquisition and Construction Fund” means the “City of Oxnard Wagon Wheel Project Community Facilities District Acquisition and Construction Fund” established by the Authority pursuant to the Resolution and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means a public capital improvement or a development fee described in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03, or in the case of a development fee, the actual amount paid by the Developer, or the amount of a development fee to be paid on behalf of the Developer from bond or special tax proceeds, in every case not to exceed the Actual Cost of the Acquisition Improvement.

“Act” shall have the meaning given such term in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and

the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer's cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of [_____], 20__.

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital D.

"Bonds" means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

"Code" means the Government Code of the State of California.

"Community Facilities District" shall have the meaning assigned to the term in Recital C.

"Developer" means Oxnard CRFL Partners, LLC, a Delaware limited liability company, its successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

"District Engineer" means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means City of Oxnard.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the Community Facilities District or to be owned by the Local Agency.

“Resolution” means City of Oxnard Resolution No. [____], adopted [____], 20__, authorizing the execution and delivery of this Agreement.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Establishment of Community Facilities District. Developer has requested the Local Agency to permit the Authority to provide for financing of the Acquisition Improvements and collection of Maintenance Charges through the establishment and authorization of the Community Facilities District and the Local Agency agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on [____], 20__, and through the successful landowner election held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. Developer and the Local Agency agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series.

Section 1.03. Deposit and Use of Available Amount .

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority (including from prepayments of Special Taxes) shall be deposited in the Acquisition and Construction Fund established by the Resolution, and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) Upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered, or will award and administer, engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The

Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount available from time to time or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete

and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the Special Taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all Special Taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the Local Agency and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer and the Local Agency Attorney insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

Section 2.05. Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the Local Agency Engineer with respect to any Eligible Portion. Payment to the Developer or its designee from the Acquisition and Construction Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Eligible Portion has been completed in accordance with the applicable plans and specifications and that the Eligible Portion satisfies all Local Agency regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible Portion, to the extent not already owned by the Local Agency) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all Special Taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the Local Agency Engineer and shall be sufficient, upon completion of the Acquisition Improvement of which the Eligible Portion is a part, to convey Acceptable Title.

(d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans and specifications for the Acquisition Improvement approved by the Local Agency, shall be in place to secure completion of the Acquisition Improvement of which the Eligible Portion is a part.

Section 2.06. Disbursement Request Form. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04 or to pay an Installment Payment for an Eligible Portion pursuant to Section 2.05, the Local Agency Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement or Eligible Portion has been completed or what the Actual Costs may be with respect to the Acquisition Improvement or Eligible Portion. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that the Actual Cost of an Acquisition Improvement or the Installment Payment for an Eligible Portion is in excess of the Available Amount, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost shall be paid from funds that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds, from prepayments of Special Taxes to be used for financing Acquisition Improvements, or from Special Tax revenues, if any of those occurs.

Section 2.07. Limitation on Obligations. In no event shall the Local Agency be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee, from

and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by the Developer or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the Authority financing (provided that the Developer shall have been furnished a copy of the official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of their respective officers, directors, employees or agents, for any wrongful acts or omissions to act of the Authority or its officers, employees, agents or any consultants or contractors, including the Authority Trustee, and for any wrongful acts, willful misconduct, active negligence or omissions to act of the Local Agency, or its officers, employees, agents or any consultants or contractors, including the Authority Trustee.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds,

any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of Oxnard
[Address to come]

If to the Developer:

Oxnard CRFL Partners, LLC
64 Maxwell
Irvine CA 92618

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the Local Agency, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

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

CITY OF OXNARD

By _____
[Authorized Officer]

OXNARD CRFL PARTNERS, LLC,
a Delaware limited liability company

By _____
(Signature)

(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

<u>ACQUISITION IMPROVEMENTS</u> ⁽¹⁾	<u>BUDGETED AMOUNTS</u> ⁽²⁾
1. Phase II and III Spine Road and Landscape	
2. Oxnard Blvd/Wagon Wheel Road Entry & Widening	
3. Flood Walls and Flood Gates	
4. Multi-Use Trail, including concrete paving	
5. Caltrans Offramp/Multi-Use Trail Undercrossing	
6. Pedestrian Bridge and Underpass Bridge Railings	
7. Park Lot A	
8. Park Lot B	
9. Park Lot C	
10. Sewer Lift Station	
11. Storm Drainage	
12. Golf Course Fee	
13. Capital Growth Fee	
14. Capital Growth Fee – Fire Station & Ladder Truck Payment	
15. Traffic Impact Fee	

(1) The improvements include all related clearing and grubbing, grading and appurtenances, and any removal or temporary signage or markings related thereto. All street and bridge improvements include widening, paving and/or re-paving, striping and/or re-striping, pedestrian sidewalks or other related improvements or appurtenances, and utilities located within the public rights of way. All facilities include attributed costs of engineering, design, planning, construction, staking, construction resident engineering, materials testing and coordination.

(2) Budgeted amounts are based on estimates only and include attributed costs of engineering, design, planning, construction, staking, materials testing and coordination of the Facilities, as well as appurtenant work and incidental expenses. A construction contingency has also been included in the budgeted amounts.

EXHIBIT B TO THE ACQUISITION AGREEMENT**DISBURSEMENT REQUEST FORM
(Acquisition Improvement or Eligible Portion)**

To: [Authority Trustee]
 Attention: _____
 Fax: _____
 Phone: _____

Re: CSCDA Community Facilities District No. _____

The undersigned, a duly authorized officer of the City of Oxnard hereby requests a withdrawal from the City of Oxnard Wagon Wheel Project Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price/Installment Payment]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s)/Eligible Portion(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

CITY OF OXNARD

By: _____

Title: _____

EXHIBIT C TO THE ACQUISITION AGREEMENT**BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR
ACQUISITION IMPROVEMENTS**

With respect to construction contracts awarded after approval of the Agreement, bids for construction shall be solicited from at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. The Developer may also directly solicit bids. The bid package may consist of preliminary plans and specifications.

The bidding response time shall be not less than ten (10) working days.

An authorized representative of the Local Agency shall be provided a copy of the tabulation of bid results upon request.

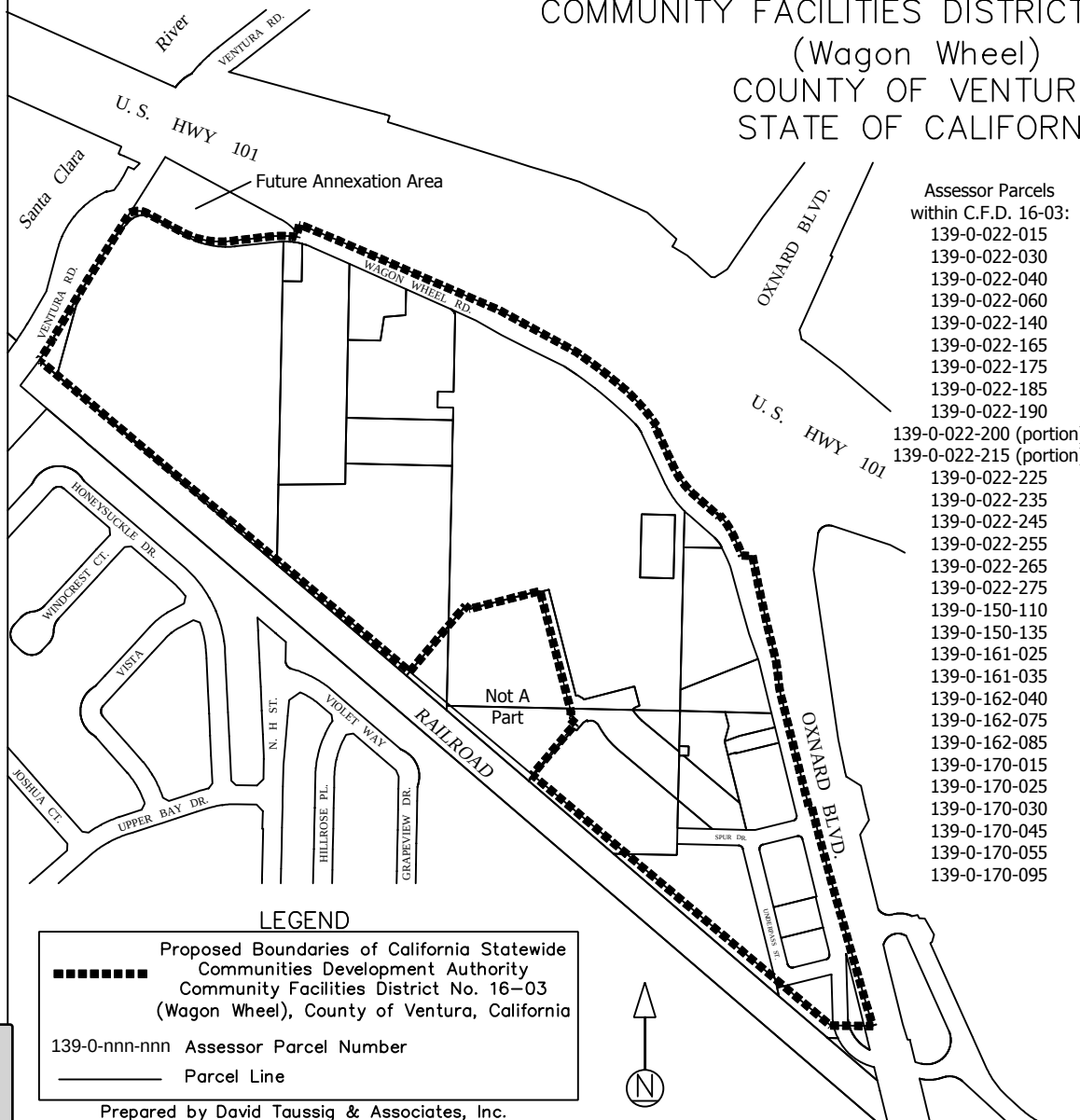
Contract(s) for the construction of the public Acquisition Improvements shall be awarded to the qualified contractor(s) submitting the lowest responsible bid(s), as determined by the Developer.

The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Local Agency Secretary, as required by Labor Code Section 1773.2.

The Developer shall provide the Local Agency with certified payrolls.

PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 16-03
(Wagon Wheel)
COUNTY OF VENTURA
STATE OF CALIFORNIA

Reference is hereby made to the Assessor maps
of the County of Ventura for a description of
the lines and dimensions of these parcels.



Assessor Parcels
within C.F.D. 16-03:

139-0-022-015
139-0-022-030
139-0-022-040
139-0-022-060
139-0-022-140
139-0-022-165
139-0-022-175
139-0-022-185
139-0-022-190
139-0-022-200 (portion)
139-0-022-215 (portion)
139-0-022-225
139-0-022-235
139-0-022-245
139-0-022-255
139-0-022-265
139-0-022-275
139-0-150-110
139-0-150-135
139-0-161-025
139-0-161-035
139-0-162-040
139-0-162-075
139-0-162-085
139-0-170-015
139-0-170-025
139-0-170-030
139-0-170-045
139-0-170-055
139-0-170-095

- (1) Filed in the office of the Secretary of California Statewide
Communities Development Authority this ____ day of
_____, 2016.

Secretary, California Statewide Communities Development
Authority

- (2) I hereby certify that the within map showing the proposed
boundaries of California Statewide Communities Development
Authority Community Facilities District No. 16-03 (Wagon Wheel),
County of Ventura, State of California, was approved by the
Commission of the California Statewide Communities
Development Authority at a regular meeting thereof, held on
this _____ day of _____, 2016, by its
Resolution No. _____.

Secretary, California Statewide Communities Development
Authority

- (3) Filed this ____ day of _____, 2016, at the hour of
____ o'clock ____m, in Book _____ of Maps of
Assessment and Community Facilities Districts at Page
_____ and as Instrument No. _____ in
the office of the County Recorder in the County of Ventura,
State of California.

Mark A. Lunn,
Clerk and Recorder/Registrar of Voters
By _____
Deputy
Fee _____