

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, 305 West Third Street 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.ci.oxnard.ca.us.



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
October 20, 2015
6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of a Proclamation Designating October 13, 2015 as "Community Safety and Anti-Violence Day."

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.

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.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for September 15, 2015; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for September 1, 6, 15, 22 and October 6 and 13, 2015. (001)

RECOMMENDATION: Approve.

Legislative Body: CC/SA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

General Services Division

3. SUBJECT Second Reading and Adoption of Ordinance No. 2897 Adding Section 7-93 to Article V of Chapter 7 (Graffiti) of the Oxnard City Code Authorizing Graffiti Abatement Cost Recovery Through the Juvenile Courts and Setting Costs and Expenses for Such Recovery. (017)

RECOMMENDATION: Second reading and adoption.

Legislative Body: CC

Contact: Cyndi Hookstra

Phone: 385-8079

J. PUBLIC HEARINGS – 6:15 P.M.

K. APPOINTMENT ITEMS

L. REPORTS

Community Development Department

1. SUBJECT: Sixth Amendment to the RiverPark Owner Participation Agreement (“RiverPark OPA”) and Corresponding Memorandum of Understanding. (021)

RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency (“SA”): 1) Approve the proposed Sixth Amendment to the RiverPark OPA (A-5965) (Attachment 1) and authorize the Chairman (or designee) to execute the document with such non-

substantive changes as may be acceptable to the SA's Interim General Counsel and SA Special Counsel; and 2) Authorize the Executive Director of the SA (or designee) to prepare, revise and sign all associated documents necessary to carry out and implement the Sixth Amendment to the RiverPark OPA (A-5965), and to administer the SA's obligations, responsibilities and duties thereto; and That the City Council of the City of Oxnard ("City"): 1) Approve the proposed Memorandum of Understanding ("MOU") (Attachment 4) and authorize the Mayor (or designee) to execute the document with such non-substantive changes as may be acceptable to the Interim City Attorney and City Special Counsel; and 2) Authorize the City Manager (or designee) to prepare, revise and sign all associated documents necessary to carry out and implement the MOU, and to administer the City's obligations, responsibilities and duties thereto.

Legislative Body: CC/SA

Contact: Kymberly Horner

Phone: 385-7407

2. SUBJECT: Revised Long-Range Property Management Plan. (057)

RECOMMENDATION: Adopt a Resolution Approving the Revised Long-Range Property Management Plan (the "LRPMP") prepared pursuant to Health and Safety Code Section 34191.5.

Legislative Body: SA

Contact: Kymberly Horner

Phone: 385-7407

Finance Department

3. SUBJECT: Review of Proposed New Internal Audit Program and Request for Proposal (RFP). (127)

RECOMMENDATION: 1) Review and approve the proposed Internal Audit Program Charter; and 2) Review and approve the proposed Request for Proposals for Internal Audit Program services.

Legislative Body: CA

Contact: Joseph Lillio

Phone: 385-7475

Human Resources Department

4. SUBJECT: Adoption of a Section 457 Deferred Compensation for Part-time, Temporary and Seasonal Employees. (187)

RECOMMENDATION: 1) Adopt a resolution authorizing the establishment of the Part-time, Temporary, and Seasonal 457(b) deferred compensation plan; and 2) Authorize the City Manager or designee to execute an agreement with the International City Management Association Retirement Corporation ("ICMA-RC") for administration of the plan.

Legislative Body: CC

Contact: J. Tabin Cosio

Phone: 385-7475

Fire Department

5. SUBJECT: Verbal Report on Evacuation Procedures for the City of Oxnard in the Event of a Major Emergency.

RECOMMENDATION: Receive and consider report.

Legislative Body: CC

Contact: Susan Duenas

Phone: 385-7717

M. 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.

1. SUBJECT: Verbal Report of Implementation Action Plan Agreements.

RECOMMENDATION: Receive the report on agreements with Renee Sloan Holtzman Sakai, LLP. in the amount of \$98,000 for assistance with the Implementation Action Plan (Bob Deis) and an agreement with Management Partners in the amount of \$75,000 for assistance with implementation of priority base budgeting and financial advisory.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

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

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

City Attorney Department

1. SUBJECT: Smoking Ordinance Study Session. (203)

RECOMMENDATION: Conduct a study session regarding a potential smoking ordinance and provide direction to staff.

Legislative Body: CC

Contact: Jefferson Billingsley

Phone: 385-7483

R. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 15, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:14 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn; Carmen Ramirez; Dorina Padilla and Bert Perello were present. Councilman Bryan A. MacDonald was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor 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. Staff members present were: Daniel Martinez, City Clerk; Danielle Navas, City Treasurer; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; Joseph Lillio, Chief Financial Officer; Daniel Rydberg, Interim Utilities Director; Keith Brooks, Interim IT Manager; Jason M. Samonte, Traffic Engineer; Cynthia Daniels, Project Manager; Chris Williamson, Principal Planner; Kymberly Horner, Economic Development Director; Norma Owens, Grants Manager; Grace Magistrale Hoffman, Deputy City Manager; Ken Klopman, Youth Safety Coordinator and Trish Honigsberg, Outreach & Education Specialist.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation by Performing Arts Center Executive Director Chelsea Reynolds on Bram Stoker's Dracula.
DISCUSSION: Chelsea Reynolds invited the public and City Council to the September 30 showing of "Dracula"
2. SUBJECT: Presentation of a Proclamation Designating September 19, 2015 as "Coastal Clean-Up".
DISCUSSION: Trish Honigsberg, Outreach & Education Specialist, presented a video to the Council and invited everyone to participate in the "Coastal Clean-Up".

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Larry Stein (budget information, scheduling of public meetings); Bill Winter (street sweeping tickets); Robert Rexford (Planning Commission decision); Joyce Abajian (Mar Vista development); Julie Miller (parking/storm water); Francine Castanon (Homeless Shelter; duties of Peter Brown); David Courtland (Homeless Shelter); Kevin Todd (Fire budget); Mike Johnson (Fire budget); Francisco Jaena (sweep) and Darlene Miller (Homeless Shelter).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were provided by: Interim Utilities Director (I-1(a)); Interim IT Manager (I-1(c)); Traffic Engineer (I-1(d)); Project Manager (I-1(e)); Principal Planner and Mike Gialketsis, Rincon Consultants (I-2); Police Chief and Economic Development Director (I-4) and Interim Utilities Director and Grants Manager (I-5).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (agenda information, parking structure security (I-4), Rose Avenue street funding) and Julie Miller (bike lane funding (I-1)).

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Development Services Department

2. SUBJECT: Agreement with Rincon Consultants, Inc. for Preparation of the Comprehensive Local Coastal Program (LCP) Update. (005)
RECOMMENDATION: Approve an agreement with Rincon Consultants, Inc. (7243-15-DS) in an amount not to exceed \$383,358 for preparation of a comprehensive LCP Update over a three-year period.
3. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for Project Specification No. DS15-21-Pedestrian Safety Beacons 2015 Program. (045)
RECOMMENDATION: Award a public work contract to the lowest responsible and responsive bidder, ND Construction Co., Inc. (A-7822) in the amount of \$234,895.00 for Pedestrian Safety Beacons 2015 Program, and authorize the purchasing agent to execute the contract upon receipt of final documents.

Police Department

4. SUBJECT: First Amendment to Central Business District Security Contract. (083)
RECOMMENDATION: Approve and authorize the Mayor to execute a first amendment to contract for security services in the Central Business District and Centennial Plaza with Professional Security Consultants (A-7735) reducing the amount not to exceed from \$311,000 to \$193,000 annually with an option to exercise two one-year extensions.

Utilities Department

5. SUBJECT: Rose Avenue Resurfacing Project PW 10-12 and Multi-Service Center Parking Lot and Alley. (099)

RECOMMENDATION: 1) Approve a change order in the amount of \$75,095.61 for completion of the Rose Avenue Resurfacing and Multi-Service Center Parking Lot Projects; and 2) Approve a budget appropriation reprogramming \$24,605 of CDBG funding to that portion of the Rose Avenue Resurfacing Project, the Multi-Service Center Parking Lot and Alley, Project 143106.

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

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

City Manager Department

1. SUBJECT: Agreement for California Gang Reduction, Intervention and Prevention (Cal-GRIP) Program Grant Implementation (2015-2017). (109)

RECOMMENDATION: Authorize the City Manager or designee to execute Agreement in the amount of \$764,600 with Interface Children and Family Services (A-7823) for California Gang Reduction, Intervention, and Prevention (Cal-GRIP) Program grant implementation (2015-2017).

DISCUSSION: The Deputy City Manager, Youth Safety Coordinator and Erik Sternad, Interface, commented on the program, selection process, working with other community organizations and future reporting on the program.

Public comments were received from: Larry Stein and Greg Runyon (jobs).

The Council questioned if the "living wage" policy was being followed.

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

City Treasurer Department

2. SUBJECT: Quarterly Investment Report for the Fourth Quarter F/Y 2014-2015 Investment Policy and Annual Report of Investment Activity. (149)

RECOMMENDATION: 1) Accept the quarterly Investment Report for the Fourth Quarter F/Y 2014-2015; 2) Approve the Investment Policy for the City of Oxnard; and 3) Adopt a resolution delegating investment authority to the City Treasurer.*

DISCUSSION: The City Treasurer and Chief Financial Officer reviewed restrictions of funds and the reporting of City investments.

Public comments were received from: Larry Stein; George Miller and Steve Nash.

The Council discussed: 1) comparison of investments policy of other cities; 2) role and duties of City Treasurer; and 3) Fiscal Policy Task Force.

ACTION: Councilmember Perello moved to approved with the establish of “oversight” committee which died due to lack of second. Approved as recommended (Padilla/Ramirez). Ayes: Perello, Flynn, Ramirez and Padilla. Absent: MacDonald. * Noes: Perello part 1 & 2.

Police Department

4. SUBJECT: Response to Grand Jury Report Titled “Final Report Detention Facilities and Related Law Enforcement Issues” Dated June 1, 2015. (195)

RECOMMENDATION: Authorize the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled “Final Report Detention Facilities and Related Law Enforcement Issues” dated June 1, 2015, in the form included as Attachment 1.

DISCUSSION: The Police Chief commented on Grand Jury finding and response recommendations

Public comment was received from: Larry Stein.

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

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

Development Services Department

1. SUBJECT: Draft Transportation Demand Management (TDM) Plan. (199)

RECOMMENDATION: Conduct a study session on the draft Transportation Demand Management Plan and provide direction to staff.

DISCUSSION: The Principal Planner, Project Manager and Brian Canepa, Nelson/Nygaard Consultants, reviewed receiving grant, propose of grant, future access to other grants, working with community and goal of traffic reduction.

The Council discussed the importance of “transportation” information options; community outreach including schools and businesses); having community input and local bicycling.

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

L. REPORTS

Finance Department

3. SUBJECT: Budget Update. (193)

RECOMMENDATION: Receive an update on City fiscal condition and associated budgeting and forecast assumptions.

DISCUSSION: The City Manager and Andy Belnap; Dave Millican; Bob Lyann of Management Partners; outlined several issues found including pension impact (Carman Override, CalPERS funding); use of limited employees; "inflation"; projected property tax impact; projected sales tax; vehicle tax; debt impact and projected General Fund revenues.

Public comments were received from: Larry Stein; Mike Johnson; Julie Miller; Daniel Kalbacher; Cyndi Hookstra; George Miller; Martin Jones and Steve Nash.

The City Council discussed several issues: forecast of development fees; pension impacts (Carman Override); possible increase of bond rates, use of Measure "O" funds and being fiscally responsible.

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

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: winter "homelessness" shelter issues; EDCO "Free" Zone and providing "utility rate" information to the public.

R. ADJOURNMENT

At 12:19 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

OXNARD COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

Regular Meeting
September 1, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:00 p.m., the regular meeting of the Community Development Commission Successor Agency 1 convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Deputy 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: Lyn McGraw, Deputy Secretary Designate; Greg Nyhoff, Executive Director; Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from Steve Nash (City Manager Evaluation)

C. CLOSED SESSION

At 5:02 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 United States, et al., ex rel. Hendrix v. J-M Manufacturing Company, Inc., et al., United States District Court for the Central District of California, Case No. ED CV 06-00055-GW.

The City Council also recessed to a closed session, Pursuant to Government Code section 54957(b)(1) (public employee performance evaluation – City Manager).

D. OPENING CEREMONIES

At 6:10 p.m. the City Council and Successor Agency reconvened to the evening session. The meeting opened with the pledge of allegiance to the Flag of the United States, followed by a moment of science for the Families of Julie Flynn, Ernest Borjas, Andrew Voth and Mason Peters. Mayor Flynn thanked the community, City Council and staff for their support on the loss of his wife.

E. CEREMONIAL CALENDAR

1. SUBJECT: Introduction of New Finance Director, Joseph Lillio and New Housing Director, Arturo Casillas.

DISCUSSION: City Manager made introductions and provided a brief background on the new Finance Director and Housing Director's work experience.

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for February 3 10, 24, March 3, 17, 24, April 7, 14, 21 and 28, May 5, 12, 19, June 2, 9, 16 and 23, July 7, 14, 21 and 28, 2015. (001)
RECOMMENDATION: Approve.

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

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Community Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2016 – June 30, 2016. (065)
RECOMMENDATION: Adopt a Resolution approving the Ninth Recognized Obligation Payment Schedule (ROPS) 15-16B covering the period of January 1, 2016 – June 30, 2016.
DISCUSSION: The Economic Development Director provided an update on the process for future ROPS and fees. She also discussed that in the future there may only be one Oversight Board within the county.
ACTION: Approve **Resolution No. SA-17**. (Padilla/Perello). Ayes: Padilla, Perello, Flynn, MacDonald and Ramirez.

M. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
BUSINESS/COMMITTEE REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

CITY COUNCIL

At 10:53 p.m. the City Council concurred to adjourn the meeting

R. ADJOURNMENT

At 10:54 p.m. the Community Development Successor Agency concurred to adjourn the meeting.

LYN MCGRAW
Deputy Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
September 6, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting September 15, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

September 22, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting October 6, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 13, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT



Meeting Date: 10/20/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Luly Lopez/Greg Nyhoff, City ManagerAgenda Item No. I-2Reviewed By: City Manager GMCity Attorney SBFinance N

Other (Specify) _____

DATE: October 20, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**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.

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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.

City Manager Contract List for 10/20/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Police Department/Human Resources Department Charles Woodruff	Coastal Occupational Medical Group Agreement No. A-7797	Pre-Employment Medical Examinations Staff issued a Request for Proposal (RFP) to four service providers for pre-employment medical examination, wellness health examinations and minor medical health care needs for the Police and Human Resources Departments. In response to the RFP, two bids were received. Coastal Occupational Medical Group was the lowest responsive bidder. This is a three-year agreement.	\$225,000
		385-8300		Total Contract Amount: \$225,000 FundingSource: General Fund	Current FY Amount: \$75,000

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2897

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING SECTION 7-93 TO ARTICLE V OF CHAPTER 7 (GRAFFITI) OF THE CITY CODE PERTAINING TO JUVENILE GRAFFITI RESTITUTION

WHEREAS, pursuant to California Government Code Section 53069.3, the city council has enacted an ordinance, codified in Chapter 7, Article V of the Oxnard City Code, to provide for the use of city funds to remove graffiti and other inscribed material from publicly and privately owned real property or personal property located within the city; and

WHEREAS, pursuant to Welfare & Institutions Code Section 742.14, the city may elect to have the probation agency of the county recoup for it, through juvenile court, its costs associated with the defacement by minors of its property and the property of others and the costs associated with the identification and apprehension of minor graffiti vandals; and

WHEREAS, cities that elect to have the probation agency recoup their costs are required to calculate the average costs incurred by the city for graffiti removal, repair and replacement and identification and apprehension of minor graffiti vandals; and

WHEREAS, the average costs associated with the defacement of property and identification and apprehension must be reviewed at least once every three years; and

WHEREAS, pursuant to Welfare & Institutions Code Section 742.14, the City of Oxnard desires to authorize the Ventura County Probation Agency to recoup for the City of Oxnard its costs associated with the defacement of property within the city of Oxnard and costs associated with the identification and apprehension of minor graffiti vandals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 7-93 is hereby added to Article V of Chapter 7 of the Oxnard City Code to read as follows:

"SEC. 7-93. COLLECTION OF GRAFFITI ABATEMENT COSTS THROUGH THE JUVENILE COURT.

(A) For the purposes of this section only, the following definitions are applicable to this section only:

(1) "Minor" means a person under the age of 18 years who has been convicted of a violation of section 594, 594.3, 594.4, 640.5, 640.6 or 640.7 of the Penal Code, or has been

found to be a person described in section 602 of the Welfare and institutions Code by reason of the commission of an act prohibited by the Penal Code sections identified in this section.

(2) "Graffiti abatement costs" means:

(a) The average costs incurred in identifying and apprehending a person convicted of sections 594, 594.3, 594.4, 640.5, 640.6, 640.7 of the Penal Code or a minor subsequently found to be a person described in Section 602 of the Welfare and institutions Code by reason of the commission of an act prohibited on the Penal Code sections identified in this subdivision; and

(b) The average costs incurred in removing graffiti or other inscribed material; and

(c) The average costs incurred in repairing and replacing property of a type frequently defaced with graffiti or other inscribed material.

(B) Cost findings shall be reviewed at least once every three years to ensure their adequacy. Recommendations shall be made to the city council regarding any appropriate updates to the amount of graffiti abatement costs and expenses. The city council may adopt updated cost findings by resolution. Immediately after adoption, the city clerk shall forward a certified copy of the adopted cost findings to the clerk of the Ventura County Juvenile Court and the Ventura County Probation Agency.

(C) The Ventura County Probation Agency is hereby authorized, on behalf of the city, to collect from the minor, the minor's estate or the minor's parents or guardian, the City's graffiti abatement costs and expenses through the juvenile court proceedings pursuant to the Graffiti Removal and Damage Recovery Program (California Welfare and Institution Code Section 742.10 *et seq.*) and to promptly transfer said funds to the City.

(D) Upon request of the Ventura County Probation Agency, the City shall promptly transmit to the probation officer data about the city's expenditure of resources for graffiti abatement costs in a particular case for collection pursuant to this article."

Part 2. The City Council hereby adopts the average costs and expenses for Identification and Apprehension and Removal, Repair and/or Replacement of graffiti and graffiti damage as set forth in the cost model attached hereto as Exhibit A and incorporated herein by reference.

Part 3. Transmittal and periodic review of findings. A certified copy of the ordinance containing the findings set forth in Exhibit A shall be transmitted to the clerk of the juvenile court and the Ventura County Probation Agency. The findings set forth in Exhibit A shall be reviewed at least once every three years at which time the City Council shall adopt any updated cost findings via resolution.

Part 4. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance.

The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. CEQA. Adoption of the average costs and expenses are statutorily exempt from review under the California Environmental Quality Act pursuant to 14 California Code of Regulations Section 15273.

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall this ordinance to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2897 was first read on October 14, 2015, and finally adopted on _____, 2015, to become effective thirty days thereafter.

AYES:

NOES:

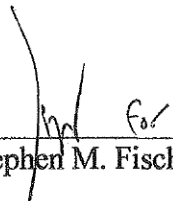
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 10 / 20 / 2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Kymberly Horner K.H. Agenda Item No. L-1

Reviewed By: City Manager [Signature] City Attorney S.M.F. Finance [Signature] Other (Specify) _____

DATE: October 20, 2015

TO: Community Development Commission Successor Agency
City Council

FROM: Kymberly R. Horner, Economic Development Director K.H.
Community Development Department

SUBJECT: Sixth Amendment to the RiverPark Owner Participation Agreement ("RiverPark OPA") and Corresponding Memorandum of Understanding

RECOMMENDATION

That the Oxnard Community Development Commission Successor Agency ("SA"):

1. Approve the proposed Sixth Amendment to the RiverPark OPA (Attachment 1) and authorize the Chairman (or designee) to execute the document with such non-substantive changes as may be acceptable to the SA's Interim General Counsel and SA Special Counsel.
2. Authorize the Executive Director of the SA (or designee) to prepare, revise and sign all associated documents necessary to carry out and implement the Sixth Amendment to the RiverPark OPA, and to administer the SA's obligations, responsibilities and duties thereto.

That the City Council of the City of Oxnard ("City"):

1. Approve the proposed Memorandum of Understanding ("MOU") (Attachment 4) and authorize the Mayor (or designee) to execute the document with such non-substantive changes as may be acceptable to the Interim City Attorney and City Special Counsel.
2. Authorize the City Manager (or designee) to prepare, revise and sign all associated documents necessary to carry out and implement the MOU, and to administer the City's obligations, responsibilities and duties thereto.

SUMMARY

Through a series of transactions dating back to June 12, 2001, the former Community Development Commission ("Commission") approved an Owner Participation Agreement encompassing the RiverPark Specific Plan Area, along with five subsequent amendments that were approved by the Commission through May 18, 2010. Among other terms and conditions, the RiverPark OPA

contemplated construction of a 320-room four-star hotel within a portion of the RiverPark Specific Plan Area known as Development Parcel C and depicted in Attachment 2 hereto.

RiverPark Hotel II, LLC, successor in interest to Shea Properties Management Company, Inc. a Delaware corporation as to Parcel C (the "Participant"), has asked to modify the RiverPark OPA as follows: (i) reduce the scope of the hotel project from a minimum of 320 hotel rooms to approximately 100 to 150 hotel rooms; (ii) permit a specified range of three-star hotel operators in place of those with a fixed four-star rating; (iii) extend the schedule of hotel development to commence construction on or before December 31, 2018; and (iv) provide for alternative commercial uses (including additional hotel rooms) for the undeveloped balance of Parcel C.

Separately, and not as part of the Hotel Development Obligation, Participant shall develop, by no later than December 31, 2024, the remainder of the Hotel Parcel with a second hotel of between approximately 100 and 150 rooms that is complimentary to the Hotel.

The changes proposed to the RiverPark OPA and scope of development specific to Parcel C are more fully described in Section 1 of Attachment 1. According to the Participant, the requested changes arise from market conditions that dictate a reduced scope and quality of hotel development. Staff's assessment of the economic ramifications appears in the table below. This assessment is specific to the change in scope and quality of hotel operators and does not account for full build-out of Parcel C. Attachment 3, on the other hand, displays the Participant's assessment of economic benefits.

	RIVERPARK HOTEL FINANCIAL ASSESSMENT					
	Existing Agreement	Proposed 6th OPA Amendment Revision		Income Differential	Information Source	Explanatory Footnotes
	One Hotel (Required)	1st Hotel (Required)	2nd Hotel (Discretionary)			
Number of Hotel Units						
Four Star Quality	320				A	
Three Star Quality		150	150		A	1
Room Sizes						
Four Star Quality	480					
Three Star Quality		350	350			
Current Room Rates						
Four Star Quality	\$ 300				B	2
Three Star Quality		\$ 135	\$ 135		C	
Assumed Occupancy Rates						
Four Star Quality	73%				C	
Three Star Quality		73%	73%		C	
Annual TOT Revenues						
Four Star Quality	\$ 2,557,920					3
Three Star Quality		\$ 539,561	\$ 539,561	\$ 1,478,798		3
Improved Property Values						
Four Star Quality	\$ 18,127,383				D	4
Three Star Quality		\$ 6,535,136	\$ 6,535,136		D	4
Annual Local Property Taxes						
Four Star Quality	\$ 32,629				E	5
Three Star Quality		\$ 11,763	\$ 11,763	\$ 9,103	E	5
Total Annual Income Difference				\$ 1,487,900		

SOURCE:

- A. RP Hotel Comparative Analysis, Kane, Ballmer & Berkman (Todd C. Mooney), June 2015.
- B. Ojai Valley Inn and Resort, Forbes Travel Guide, July 2015 (used as a local comparable 4 -Star example).
- C. Oxnard Market Demand Study, PKF Consulting, April 2014.
- D. Construction Cost Escalator (4-7 Story Hotel; L.A – Santa Barbara Area), BuildingJournal.com, July 2015.

NOTES:

- 1. Proposed revision is for a range of between 100 and 150 rooms. For comparative purposes, the upper range of 150 rooms is used.
- 2. The \$300 average room rate for Ojai Valley Inn is at the low end of the rate schedule; the overall average daily rate for all rooms is \$425.
- 3. Reflects theoretical income based on the City's current 10% Transient Occupancy Tax ("TOT").
- 4. Valuation is based solely on the number and size of rooms. No allowance is made for incidental/supporting uses or supplemental building space.
- 5. Property tax is based on City's 18% share of the Proposition 13 1% tax rate.

Corresponding to the proposed Sixth Amendment to the RiverPark OPA, an MOU by and among the City, the Participant, and Riverpark Landing, LLC, a Delaware limited liability company ("Riverpark Landing"), has been proposed whereby (i) the Participant would pay the City \$20,000 to be used towards feasibility studies for a trolley service that could operate between the Riverpark Project, Downtown Oxnard and the Oxnard Harbor, or support the Downtown Arts Program, at City's discretion, (ii) contingent upon California Department Finance approval of the Sixth Amendment to the RiverPark OPA, the Participant would pay the City a total of up to \$500,000 (\$100,000 upon final approval of entitlements for the proposed hotel and \$400,000 upon issuance of building permits for the proposed hotel), and (iii) the City would expedite the Development Design Review and Subsequent Entitlement Review process for the Participant and for Riverpark Landing.

ENVIRONMENTAL IMPACT

An Environmental Impact Report ("EIR") was prepared for the Historic Enhancement and Revitalization of Oxnard ("HERO") Project Area under the provisions of the California Environmental Quality Act of 1970, amended ("CEQA"), and was certified by the Planning Commission and City Council in 1997 at the time of adoption of the HERO Redevelopment Plan. In accordance with CEQA Section 21090 and CEQA Guidelines Sections 15180, 15162 and 15163, no subsequent EIR or supplement to the EIR need be prepared for the Sixth Amendment to the RiverPark OPA. Entry into the MOU would not constitute a "project" for CEQA purposes.

FINANCIAL IMPACT

The financial ramifications of the proposed OPA changes are discussed above. However, these numbers (as well as the analysis in Attachment 3), are limited exclusively to the hotel component of the proposed project. If approved, the proposed 150 room three-star hotel could generate approximately \$589,000 in recurring TOT revenues to the city on an annual basis per an Economic Impact and Fiscal Benefit Analysis study provided by Development Planning & Financing Group, IN. If the Sixth Amendment is approved, those portions of Parcel C not otherwise devoted to hotel rooms could be developed with other uses generating additional property tax revenues and sales tax revenues. Estimating these potential revenues would require a more robust economic analysis. Additionally, entry into the MOU would result in the City's receipt of \$520,000, from the developer.

KH/el

Attachment #1: Proposed Sixth Amendment to RiverPark OPA
#2: Hotel Site Map
#3: Participant Economic Impact Study
#4: Proposed MOU

SIXTH AMENDMENT TO OWNER PARTICIPATION AGREEMENT

THIS SIXTH AMENDMENT TO OWNER PARTICIPATION AGREEMENT (this "Sixth Amendment to OPA") is made as of _____, 2015, by and between the **OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY**, a public body, corporate and politic (the "Successor Agency"), and **RIVERPARK HOTEL II, LLC**, a Delaware limited liability company ("RiverPark Hotel II"). RiverPark Hotel II may also be referred to herein as a "Participant".

RECITALS

This SIXTH AMENDMENT TO OPA is made and entered into on the basis of the following facts and understandings of the parties hereto:

A. The Oxnard Community Development Commission, a public body, corporate and politic (the "Commission"), and Participant's predecessors-in-interest entered into that certain Owner Participation Agreement dated as of June 12, 2001 (the "Original OPA"). The Original OPA was amended by (i) that certain First Amendment to Owner Participation Agreement dated as of November 19, 2002 (the "First Amendment to OPA"), (ii) that certain Second Amendment to Owner Participation Agreement dated as of December 14, 2004 (the "Second Amendment to OPA"), (iii) that certain Third Amendment to Owner Participation Agreement dated on or about August 7, 2007 (the "Third Amendment to OPA"), (iv) that certain Fourth Amendment to Owner Participation Agreement dated on or about November 20, 2007 (the "Fourth Amendment to OPA"), and (v) that certain Fifth Amendment to Owner Participation Agreement dated on or about May 18, 2010 (the "Fifth Amendment to OPA") (the Original OPA, together with the First Amendment to OPA, the Second Amendment to OPA, the Third Amendment to OPA, the Fourth Amendment to OPA, the Fifth Amendment to OPA, and any other administrative extensions or amendments [including, without limitation, the December 23, 2008, July 7, 2009, June 22, 2010, and March 15, 2011 letters extending the Schedule] are referred to herein collectively as the "OPA"). The OPA provides for Participants' (as defined in the OPA) acquisition and development of certain real property (the "Site", as defined in the OPA) into a first quality commercial, retail, hotel, office and residential project, all as more particularly described in the OPA and the RiverPark Specific Plan, as amended from time to time (the "Specific Plan"). All initially-capitalized terms not specifically defined herein shall have the meanings ascribed to them in the OPA.

B. In connection with the OPA, an Agreement Containing Covenants Affecting Real Property by and between the Commission and Participant's predecessors-in-interest dated June 12, 2001, was recorded against the Site on June 18, 2001, as Instrument No. DOC-2001-0114394-00 in the Ventura County Recorder's Office (the "Recorder's Office") (the "Original Agreement Containing Covenants"). The Original Agreement Containing Covenants was amended by (i) that certain First Amendment to Agreement Containing Covenants Affecting Real Property dated as of November 19, 2002 and recorded against the Site on November 27, 2002, as Instrument No. 2002-0299634-00 in the Recorder's Office (the "First Amendment to Agreement Containing Covenants"), (ii) that certain Second Amendment to

Agreement Containing Covenants Affecting Real Property dated as of February 1, 2005 and recorded against the Site on February 3, 2005, as Instrument No. 20050203-0026767 in the Recorder's Office (the "Second Amendment to Agreement Containing Covenants"), (iii) that certain Third Amendment to Agreement Containing Covenants Affecting Real Property dated as of August 7, 2007 and recorded against the Site on August 29, 2007, as Instrument No. 20070829-00169024 in the Recorder's Office (the "Third Amendment to Agreement Containing Covenants"), (iv) that certain Fourth Amendment to Agreement Containing Covenants Affecting Real Property dated as of February 10, 2010 and recorded against portions of the Site, as described therein, on March 22, 2010, as Instrument No. 20100322-00044098-0 in the Recorder's Office (the "Fourth Amendment to Agreement Containing Covenants"), (v) that certain Fifth Amendment to Agreement Containing Covenants Affecting Real Property dated as of June 30, 2010, and recorded against portions of the Site, as described therein, on July 2, 2010, as Instrument No. 20100702-00097700-0 in the Recorder's Office (the "Fifth Amendment to Agreement Containing Covenants"), (vi) that certain Sixth Amendment to Agreement Containing Covenants Affecting Real Property dated as of June 30, 2010 and recorded against portions of the Site, as described therein, on July 2, 2010, as Instrument No. 20100702-00097702-0 in the Recorder's Office (the "Sixth Amendment to Agreement Containing Covenants"), and (vii) that certain Seventh Amendment to Agreement Containing Covenants Affecting Real Property dated as of June 5, 2012 and recorded against portions of the Site, as described therein, on October 8, 2012, as Instrument No. 20121008-00179522-0 in the Recorder's Office (the "Seventh Amendment to Agreement Containing Covenants") (the Original Agreement Containing Covenants, together with the First Amendment to Agreement Containing Covenants, the Second Amendment to Agreement Containing Covenants, the Third Amendment to Agreement Containing Covenants, the Fourth Amendment to Agreement Containing Covenants, the Fifth Amendment to Agreement Containing Covenants, the Sixth Amendment to Agreement Containing Covenants, the Seventh Amendment to Agreement Containing Covenants, and any other amendments are referred to herein collectively as the "Agreement Containing Covenants"). Neither the Fourth Amendment to Agreement Containing Covenants nor the Seventh Amendment to Agreement Containing Covenants was recorded against the property that is the subject of this Sixth Amendment to OPA, and neither one creates or imposes any covenants, obligations or burdens with respect to the property that is the subject of this Sixth Amendment to OPA.

C. In addition, in conjunction with the development of the Site, the City of Oxnard ("City") and Participant's predecessors-in-interest entered into that certain Development Agreement dated as of August 27, 2002 and recorded against the Site on September 10, 2002, as Instrument No. 2002-0216450-00 in the Recorder's Office (as amended from time to time, the "Development Agreement").

D. In conjunction with transfers of portions of the Site from Participant's predecessors-in-interest to Participant as well as other owners, the parties to such transfer agreements have executed Assignment and Assumption Agreements that had the effect of the transferring party assigning and the acquiring party assuming the rights, duties and/or obligations under the Development Agreement and the OPA relating to the portion of the Site being transferred and providing that no Participant shall be obligated to meet any obligations under the

Development Agreement or the OPA that relate to a portion of the Site owned by another Participant.

E. In the Third Amendment to OPA, as amended by the Fifth Amendment to OPA, Participant and its predecessors in interest and the Commission previously agreed to undertake efforts to facilitate development of a hotel on the portion of the Site owned by RiverPark Landing, as set forth in the Fifth Amendment to OPA, following the occurrence of the Retail Transaction, which occurred as contemplated in the Fifth Amendment to OPA. RiverPark Hotel II subsequently acquired the Hotel Parcel from RiverPark Landing, LLC, and assumed the obligations related thereto.

F. The Successor Agency became the Commission's successor-in-interest under the OPA and the Agreement Containing Covenants by operation of law pursuant to Health and Safety Code Section 34175(b).

G. A period of enforced delay has been in effect since February 1, 2012.

H. Based on market conditions that have existed and continue to exist at the Site, there does not appear to be a market for a 320-room four-star hotel at the Site, and the parties do not anticipate that a market for such a hotel will exist in the foreseeable future; however, there does appear to be a market for a limited-service hotel containing between approximately 100 and 150 rooms on the Site, and the near-term development of such a limited-service hotel rather than maintaining the Hotel Parcel as vacant land indefinitely would benefit all local taxing entities due to increases in property and other taxes generated by such development. Accordingly, and to permit such development to proceed by Participant, the Successor Agency and Participant now desire to amend the OPA through this Sixth Amendment to OPA in order to modify the Hotel Development Obligation and Hotel Time Requirements as set forth herein.

I. The Successor Agency has determined that the actions to be taken pursuant to this Sixth Amendment to OPA will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the Environmental Impact Report for the RiverPark Project certified on July 16, 2002, and therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to approving this Sixth Amendment to OPA.

AGREEMENT

NOW THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the Successor Agency and Participant agree that the OPA shall be amended as follows:

Section 1. Section 413(c)(i) of the OPA shall be amended and restated to read as follows:

“Participant shall diligently use its commercially reasonable efforts to develop, or cause the development of, a hotel containing between approximately 100 and 150 rooms (the “Hotel”) on a portion of that approximately five acre portion of Development Parcel C of the Site (the “Hotel Parcel”), depicted on the “Revised Site Map Depicting Hotel Parcel” attached hereto as “Attachment No. 21” and incorporated herein by this reference and legally described in the “Revised Legal Description of Hotel Parcel” attached hereto as “Attachment No. 22” and incorporated herein by this reference, in compliance with the Hotel Time Requirements (defined below in the next paragraph), the Scope of Development, and Schedule of Performance, and such Hotel shall be similar in quality to any of the following hotel brands: DoubleTree by Hilton, Embassy Suites Hotels, Homewood Suites by Hilton, Courtyard by Marriott, Residence Inn by Marriott, SpringHill Suites, Fairfield Inn by Marriott, TownePlace Suites, Holiday Inn, Holiday Inn Express, Staybridge Suites, Candlewood Suites, Element by Westin, Aloft Hotels, Four Points by Sheraton, Hyatt Place, or Hyatt House, as reasonably determined by the Executive Director (collectively, the “Hotel Development Obligation”). Separately, and not as part of the Hotel Development Obligation, Participant shall develop, by no later than December 31, 2024, the remainder of the Hotel Parcel with a second hotel of between approximately 100 and 150 rooms that is complimentary to the Hotel.

For purposes of this Section 413(c), the “Hotel Time Requirements” shall mean all of the following: (a) Participant shall Commence construction of the Hotel on a portion of the Hotel Parcel on or before December 31, 2018 (the “Commencement Date”); (b) Participant shall thereafter use its commercially reasonable and diligent efforts to Complete the Hotel within thirty-six (36) months after construction thereof is Commenced; and (c) Participant shall Complete construction of the Hotel on a portion of the Hotel Parcel on or before December 31, 2021 (the “Completion Date”), subject to provisions of Section 707 (Enforced Delay) and Section 411.3 (Permitted Mortgagee Right to Cure Defaults) of this Amended OPA. The Successor Agency’s Executive Director may, in his or her reasonable discretion, extend the Completion Date by no more than six (6) months if Participant is diligently proceeding with construction and factors outside the control of Participant are negatively impacting the rate of Completion (the “Hotel Extension”). The Term “Commence” shall mean that Participant has obtained all building permits required for the construction and development of the Hotel on a portion of the Hotel Parcel, and had recorded disburseable construction financing for such construction financing pursuant to evidence submitted and reasonably satisfactory to the Successor Agency’s Executive Director. The term “Complete” shall mean that the Participant has requested and obtained in recordable form the Certificate of Completion for development of the Hotel from the Successor Agency in accordance with the Amended OPA.

Participant may transfer the Hotel Parcel, or a portion thereof, to a third party for development of the Hotel, provided that concurrent with such transfer, Participant promptly pays to the City five hundred thousand dollars (\$500,000) from the consideration received or to be received by Participant in connection with such transfer. The Successor Agency shall have the right to review and approve the third party Participant pursuant to Section 105.3 of this Amended OPA prior to any such transfer and

to review and approve the Hotel operator, as applicable. Appropriate covenants and restrictions shall be recorded against the Site to reflect the Hotel Development Obligation.

Upon Participant's Completion of the Hotel in accordance with this Section 413(c), the Hotel Development Obligation shall be deemed satisfied, and Participant and the Successor Agency shall prepare, execute and record a Notice of Termination of Memorandum of Option."

Section 2. Within ninety (90) days after the execution of this Sixth Amendment to OPA, the Participant and the Executive Director or designee shall negotiate and execute a "First Amendment to Option Agreement for Purchase of Real Property and Joint Escrow Instructions," which shall be attached to the OPA as Attachment No. 25 and recorded against portions of the Site, as described therein, in the Recorder's Office, as applicable.

Section 3. Within ninety (90) days after the execution of this Sixth Amendment to OPA, the Participant and the Executive Director or designee shall negotiate and execute an Eighth Amendment to Agreement Containing Covenants, which shall be attached to the OPA as Attachment No. 26 and recorded against portions of the Site, as described therein, in the Recorder's Office, as applicable.

Section 4. Effective Date of Sixth Amendment to OPA. This Sixth Amendment to OPA shall take effect when it is deemed effective in accordance with Health and Safety Code Section 34179(h).

Section 5. Fee to City. Within two (2) business days of the mutual execution and delivery of this Sixth Amendment to OPA, Participant will provide a one-time fee in the amount of twenty thousand dollars (\$20,000) to the City to be used towards feasibility studies for a trolley service which could operate between the RiverPark Project, Downtown Oxnard and the Oxnard Harbor, or to support towards the Downtown Arts Program, at City's discretion.

Section 6. Miscellaneous Provisions.

(a) Entire Agreement. Except for the OPA, which this Sixth Amendment to OPA amends, this Sixth Amendment to OPA, together with the Option Agreement for Purchase of Real Property and Joint Escrow Instructions (as amended by the First Amendment to Option Agreement for Purchase of Real Property and Joint Escrow Instructions attached hereto as Attachment No. 25) and the Agreement Containing Covenants, as amended from time to time, contains the entire understanding between the parties relating to the transaction contemplated by this Sixth Amendment to OPA. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Sixth Amendment to OPA and shall be of no further force.

(b) Section Headings. The section headings contained in this Sixth Amendment to OPA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Sixth Amendment to OPA and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Sixth Amendment to OPA shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Sixth Amendment to OPA, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, then the remainder of the terms, covenants, conditions or provisions of this Sixth Amendment to OPA, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All parties to this Sixth Amendment to OPA declare that, prior to the execution of this Sixth Amendment to OPA, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Sixth Amendment to OPA and making the decision to execute it. The parties each represent and acknowledge that in executing this Sixth Amendment to OPA, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Sixth Amendment to OPA or their respective legal counsel with regard to the subject matter, basis or effect of this Sixth Amendment to OPA.

(g) Construction. The provisions of this Sixth Amendment to OPA shall be liberally construed to effectuate its purpose. The language of this Sixth Amendment to OPA shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Sixth Amendment to OPA and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

(h) Successors and Assigns. This Sixth Amendment to OPA shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Sixth Amendment to OPA shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Sixth Amendment to OPA and other related documents on its behalf have the

capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Sixth Amendment to OPA and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Definitions. All terms not specifically defined in this Sixth Amendment to OPA shall have the meanings ascribed to them in the OPA.

(l) Impact of Sixth Amendment to OPA. Unless otherwise specifically amended by this Sixth Amendment to OPA, all provisions of the OPA, as previously amended, shall remain in full force.

(m) Interpretation of Participant. For the purpose of this Sixth Amendment to OPA, the term "Participant" shall be interpreted to mean that specific authorized entity or its successors or assigns that owns a portion of the Site to which the rights, duties and/or obligations of the OPA or the Sixth Amendment to OPA relate; provided, however, that a party to the OPA or this Sixth Amendment to OPA or its authorized successors or assigns shall not be obligated to meet the obligations of this Sixth Amendment to OPA for another owner of a portion of the Site to which the rights, duties and/or obligations of the OPA or this Sixth Amendment to OPA relate.

[remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to OPA as of the date first written above.

"SUCCESSOR AGENCY"

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

By: _____
Tim Flynn
Chairperson

ATTEST:

By: _____
Daniel Martinez
Secretary Designate

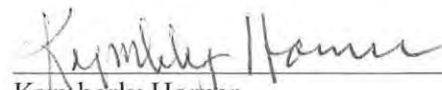
APPROVED AS TO FORM:

By:  _____
Stephen M. Fischer
Interim General Counsel

APPROVED AS TO FORM AND CONTENT:
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

By: _____
Todd C. Mooney
Senior Associate

APPROVED AS TO CONTENT:

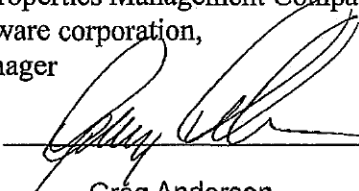
By:  _____
Kimberly Horner
Economic Development Director

[Signatures continue on next page]

"PARTICIPANT"

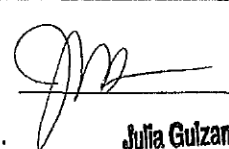
RIVERPARK HOTEL II, LLC,
a Delaware limited liability company

By: **Shea Properties Management Company, Inc.**
a Delaware corporation,
its Manager

By: 

Name: Greg Anderson
Assistant Secretary

Its: _____

By: 

Name: Julia Gulzan
Vice President

Its: _____

10-1198-22 (D)
09-16-10
Revised
09-24-10

EXHIBIT "A"
LEGAL DESCRIPTION
HOTEL SITE AT THE LANDING
(Lot 1)

Lot 1 of Lot Line Adjustment No. 10-310-03, in the City of Oxnard, County of Ventura, State of California, as shown on Exhibit "B" recorded June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County.

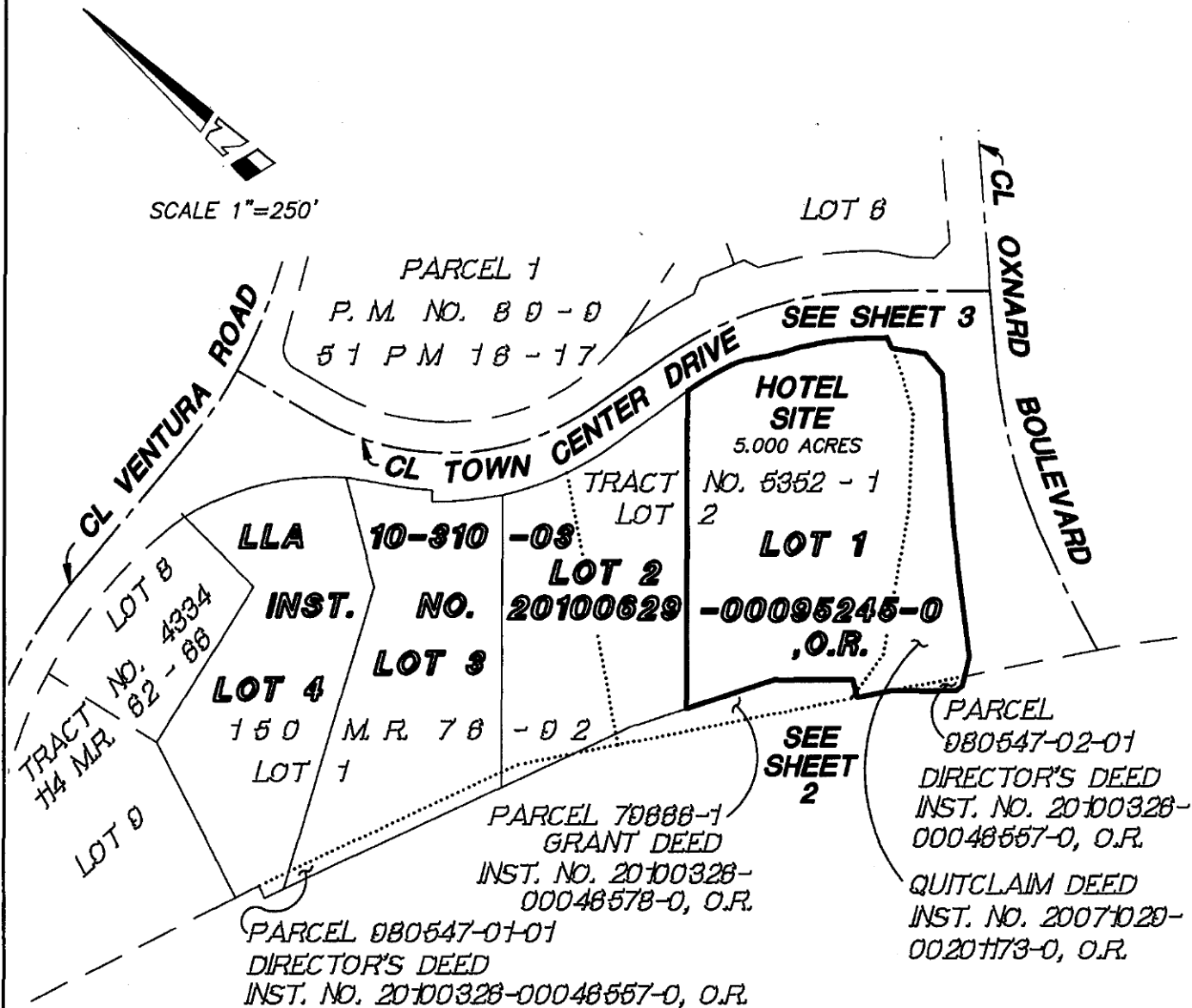
Containing an area of 5.000 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.



JASON R. KINNIE, PLS 7090





REVISED 9-16-2010

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
430 Exchange, Suite 200, Irvine, CA 92602-1315
Phone (714) 734-5100 Fax (714) 734-5155

APPROVED BY

09-24-2010

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**'HOTEL SITE'
THE LANDING
AT RIVERPARK**

SCALE 1"=250'

DRAWN BY PMP

CHECKED BY JLG

DATE 04-28-2010

JOB NO. Attachment #2
10-1198-22
Page 2 of 4

(XXX) INDICATES RECORD DATA PER TRACT NO. 5352-1
 <XXX> INDICATES RECORD DATA PER INST. NO. 20071029-00201173-0, O.R.
 {XXX} INDICATES RECORD DATA PER INST. NO. 20100326-00046557-0, O.R.
 [XXX] INDICATES RECORD DATA PER INST. NO. 20100326-00046578-0, O.R.

SHEET 2 OF 3

SEE SHEET 3

OXNARD BOULEVARD
 SE'LY LINE VACATED OXNARD BOULEVARD PER
 QUITCLAIM DEED INSTRUMENT NO.
 20071029-00201173-0, O.R.
 N34°28'27"E 198.82'>
 N37°25'57"E 238.57'>
 N56°15'57"E 31.20'>
 N56°15'57"E 115.42'>
 N85°57'51"W 111.49'>

QUITCLAIM DEED
 INST. NO. 2007-00201173-0, O.R.

LOT 1

LLA 10-310-03

HOTEL SITE

5.000 ACRES

INST. NO. 20100629-

00095245-0, O.R.

LOT 2

TRACT NO. 5352-1

PARCEL 980547-02-01

DIRECTOR'S DEED

INST. NO. 20100326-

00046557-0, O.R.

LOT 2

150 M.R. 76-02

NORTHEASTERLY
 LINE PARCEL
 79666-1
 GRANT DEED
 INST. NO.
 20100326-
 00046578-0, O.R.

MOST WESTERLY CORNER PARCEL 980547-02-01
 OF DIRECTOR'S DEED
 INST. NO. 20100326-00046578-0, O.R.

N48°12'07"W [124.96']
 145.36'
 T.P.O.B.
 N65°46'37"W [235.07']
 89.71'
 SW'LY LINE LOT 2
 TRACT NO. 5352-1
 N28°49'03"E [28.19']
 N59°00'30"W [455.37']
 N59°00'30"W 534.25'

{102.08'}
 N48°11'35"W
 N59°00'30"W
 MOST SOUTHERLY CORNER
 VACATED OXNARD BOULEVARD
 PER QUITCLAIM DEED
 INSTRUMENT NO.
 20071029-00201173-0, O.R.
 AND THE MOST EASTERLY
 CORNER PARCEL 980547-02-01
 OF DIRECTOR'S DEED
 INST. NO. 20100326-
 00046557-0, O.R.

PARCEL 79666-1
 GRANT DEED
 INST. NO. 20100326-
 00046578-0, O.R.

VENTURA FREEWAY (US 101)

HOTEL SITE

5.000 ACRES

TRACT

NO. 5352-1
 GRANT DEED
 INST. NO.
 20100326-
 00046578-0, O.R.

LOT 2

150

M.R. 76-02

LOT 1

MOST W'LY CORNER
 PARCEL 79666-1
 P.O.C.

[N72°41'45"W
 100.99']

(N59°00'30"W 534.25')
 N59°00'30"W [455.37']

SW'LY LINE PARCEL 980547-01-01
 DIRECTOR'S DEED
 INST. NO. 20100326-00046557-0, O.R.

PARCEL 980547-01-01
 DIRECTOR'S DEED
 INST. NO. 20100326-00046557-0, O.R.

PARCEL 79666-1
 GRANT DEED
 INST. NO. 20100326-
 00046578-0, O.R.

VENTURA FREEWAY (US 101)

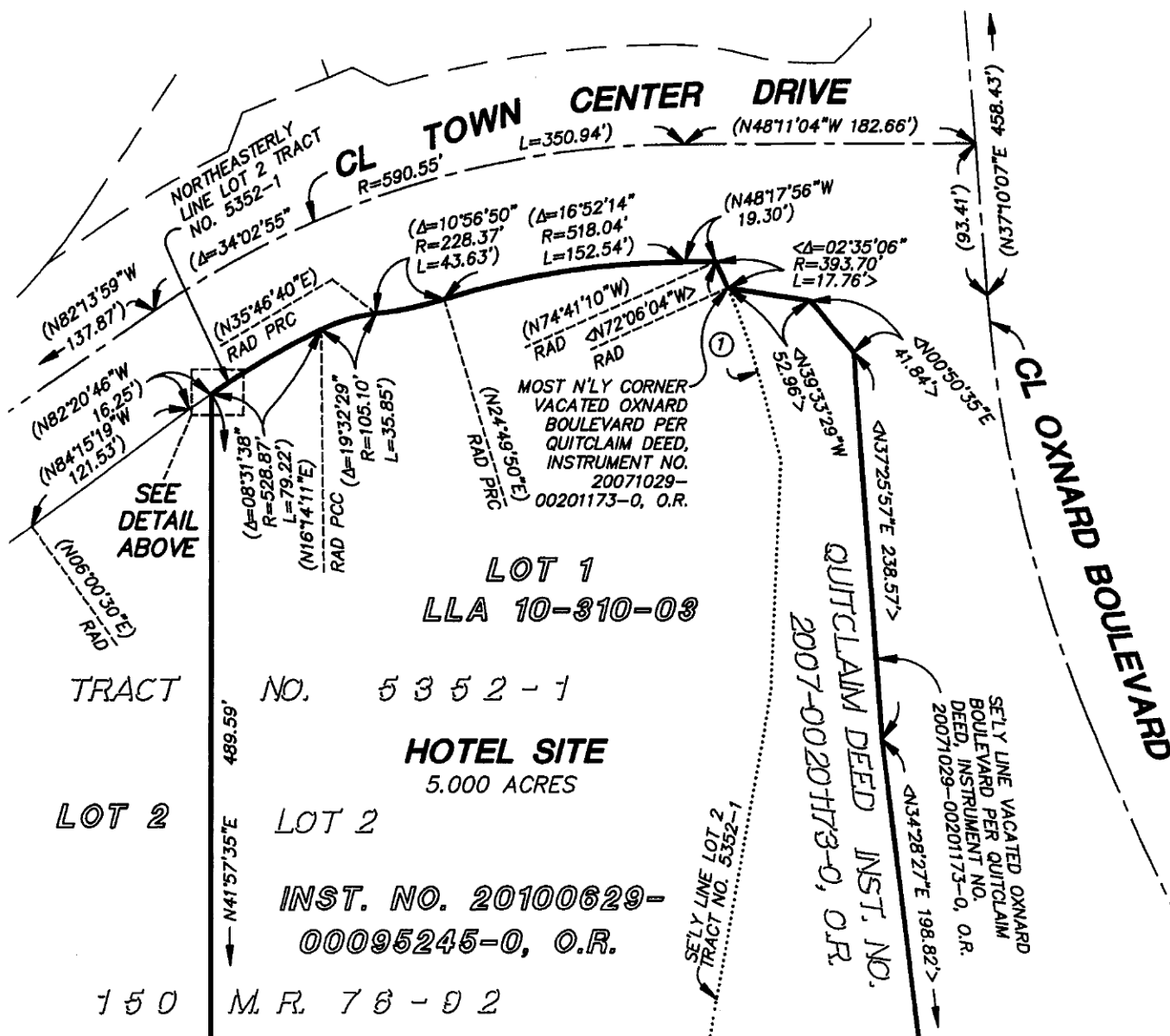
Attachment #2

Page 3 of 4



① ($\Delta=10^{\circ}32'53''$ $R=393.70'$ $L=72.48'$)

DETAIL
NOT TO SCALE



SEE SHEET 2

(XXX) INDICATES RECORD DATA PER TRACT NO. 5352-1

<XXX> INDICATES RECORD DATA PER INST. NO. 20071029-00201173-0, O.R.

Attachment #2

Page 4 of 4

The Landing Hotel Development

Economic Impact and Fiscal Benefit Analysis

September 4, 2015

**Prepared For:
Shea Properties**

Prepared By:



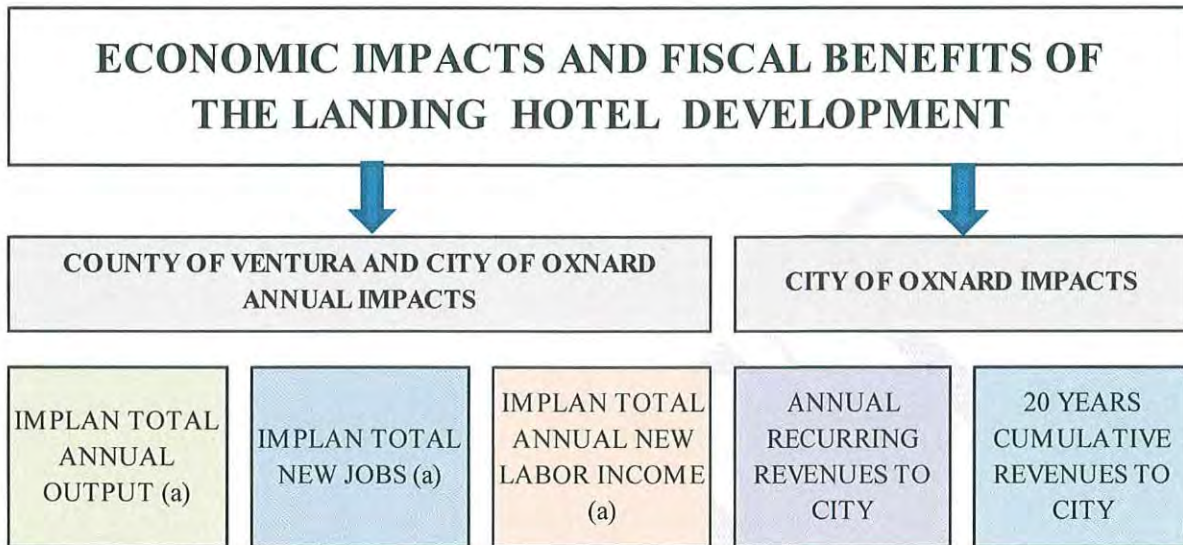
Orange County, CA Sacramento, CA Phoenix, AZ Boise, ID Las Vegas, NV
Denver, CO Austin, TX Dallas, TX Tampa, FL Orlando, FL Research Triangle, NC



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I. COMPARATIVE SUMMARY



SCENARIO 1 - SUBJECT PROPERTY REMAINS UNDEVELOPED

UNDEVELOPED SITE

N/A	N/A	N/A	\$19,000	\$380,000
-----	-----	-----	----------	-----------

SCENARIO 2 - (1) ONE 120 ROOM LIMITED SERVICE HOTEL

CONSTRUCTION PERIOD

\$27.3 Million	179	\$10.3 Million
----------------	-----	----------------

RECURRING OPERATIONS

\$7.3 Million	69	\$2.5 Million	\$589,000	\$11.8 Million
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SCENARIO 3 - (2) TWO 120 ROOM LIMITED SERVICE HOTELS

CONSTRUCTION PERIOD

\$54.7 Million	358	\$20.6 Million
----------------	-----	----------------

RECURRING OPERATIONS

\$14.7 Million	137	\$5.0 Million	\$1.2 Million	\$23.2 Million
----------------	-----	---------------	---------------	----------------

Footnotes:

(a) Calculated using IMPLAN, a nationally recognized economing modeling system. The study area is Ventura County.

II. SCENARIO 1 – SUBJECT PROPERTY REMAINS UNDEVELOPED

SCENARIO 1 SUBJECT PROPERTY REMAINS UNDEVELOPED				
COUNTY OF VENTURA AND CITY OF OXNARD ANNUAL IMPACTS			CITY OF OXNARD IMPACTS	
IMPLAN TOTAL ANNUAL OUTPUT (a)	IMPLAN TOTAL NEW JOBS (a)	IMPLAN TOTAL ANNUAL NEW LABOR INCOME (a)	ANNUAL RECURRING REVENUES TO CITY	20 YEARS CUMULATIVE REVENUES TO CITY
DIRECT EFFECT (b) N/A	DIRECT EFFECT (b) N/A	DIRECT EFFECT (b) N/A	CITY PROPERTY TAX (b) \$19,000	CITY PROPERTY TAX (b) \$380,000
INDIRECT EFFECT N/A	INDIRECT EFFECT N/A	INDIRECT EFFECT N/A	CITY SALES TAX N/A	CITY SALES TAX N/A
INDUCED EFFECT N/A	INDUCED EFFECT N/A	INDUCED EFFECT N/A	CITY TOT (c) N/A	CITY TOT (c) N/A
TOTAL OUTPUT N/A	TOTAL NEW JOBS N/A	TOTAL NEW LOCAL LABOR INCOME N/A	TOTAL ANNUAL CITY REVENUES \$19,000	20 YEARS CUMULATIVE CITY REVENUES \$380,000

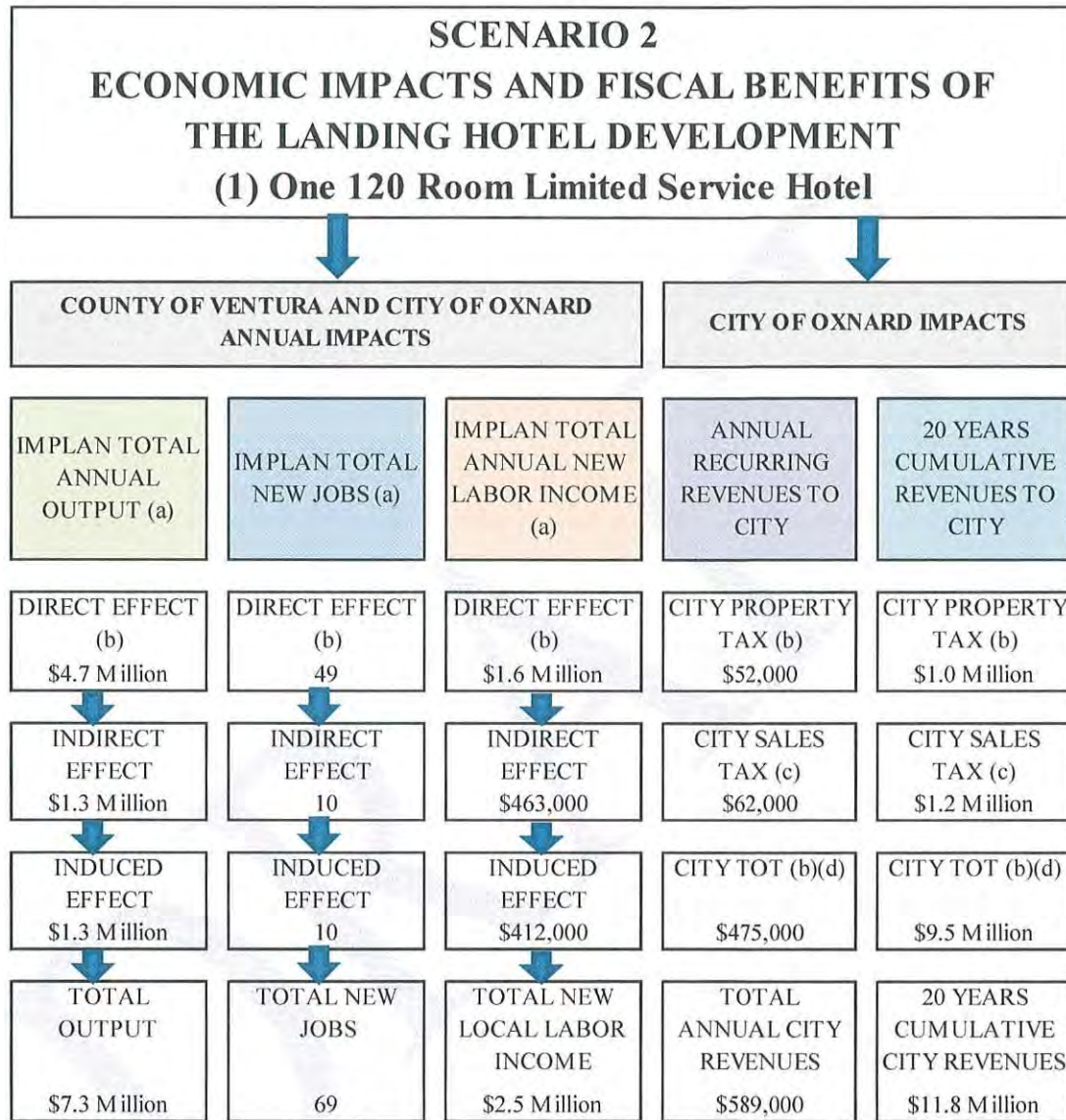
Footnotes:

(a) Calculated using IMPLAN, a nationally recognized economing modeling system. The study area is Ventura County.

(b) Land is based on the current assessed value.

(c) Transient Occupancy Tax (TOT).

III. SCENARIO 2 – DEVELOPMENT OF (1) ONE LIMITED SERVICE HOTEL



Footnotes:

(a) Calculated using IMPLAN, a nationally recognized economizing modeling system. The study area is Ventura County.

(b) Hotel construction cost, assessed value of improvements, and annual hotel revenue assumptions provided by DKN Hotels. Land is based on the current assessed value. Direct jobs resulting from change in industry output calculated by IMPLAN.

(c) Local visitor spending based on Global Business Travelers Association and American Hotel and Lodging Association studies.

(d) Transient Occupancy Tax (TOT).

IV. SCENARIO 3 – DEVELOPMENT OF (2) TWO LIMITED SERVICE HOTELS

SCENARIO 3 ECONOMIC IMPACTS AND FISCAL BENEFITS OF THE LANDING HOTEL DEVELOPMENT (2) Two 120 Room Limited Service Hotels				
COUNTY OF VENTURA AND CITY OF OXNARD ANNUAL IMPACTS			CITY OF OXNARD IMPACTS	
IMPLAN TOTAL ANNUAL OUTPUT (a)	IMPLAN TOTAL NEW JOBS (a)	IMPLAN TOTAL ANNUAL NEW LABOR INCOME (a)	ANNUAL RECURRING REVENUES TO CITY	20 YEARS CUMULATIVE REVENUES TO CITY
DIRECT EFFECT (b) \$9.5 Million	DIRECT EFFECT (b) 99	DIRECT EFFECT (b) \$3.3 Million	CITY PROPERTY TAX (b) \$86,000	CITY PROPERTY TAX (b) \$1.7 Million
INDIRECT EFFECT \$2.7 Million	INDIRECT EFFECT 20	INDIRECT EFFECT \$927,000	CITY SALES TAX (c) \$123,000	CITY SALES TAX (c) \$2.5 Million
INDUCED EFFECT \$2.5 Million	INDUCED EFFECT 10	INDUCED EFFECT \$825,000	CITY TOT (b)(d) \$949,000	CITY TOT (b)(d) \$19.0 Million
TOTAL OUTPUT \$14.7 Million	TOTAL NEW JOBS 137	TOTAL NEW LOCAL LABOR INCOME \$5.0 Million	TOTAL ANNUAL CITY REVENUES \$1.2 Million	20 YEARS CUMULATIVE CITY REVENUES \$23.2 Million

Footnotes:

(a) Calculated using IMPLAN, a nationally recognized economing modeling system. The study area is Ventura County.

(b) Hotel contruction cost, assessed value of improvements, and annual hotel revenue assumptions provided by DKN Hotels. Land is based on the current assessed value. Direct jobs resulting from change in industry output calculated by IMPLAN.

(c) Local visitor spending based on Global Business Travelers Association and American Hotel and Lodging Association studies.

(d) Transient Occupancy Tax (TOT).

V. IMPLAN ECONOMIC IMPACT ANALYSIS

The impact of an economic stimulus can be broken into three components: direct effects, indirect effects, and induced effects. The sum of the direct, indirect, and induced effects is the total economic impact.

The investment in constructing the Commercial Site Development is used to illustrate each of these concepts.

- **Direct effects** represent the immediate impact of an economic change on the industry directly involved. In the construction example, direct effects would include gross revenues earned by the construction contractors working on the project.
- **Indirect effects** represent the changes in inter-industry purchases as the economy responds to the new demands of the directly affected industries. Following the same example, local suppliers of construction materials would increase their economic activities in order to meet new demand by the contractors.
- **Induced effects** represent the changes in spending from households as income increases due to the changes in production. In this example, construction workers would receive additional wages by working on the office building project. These workers would then spend a portion of those wages on consumer goods, such as food, clothing, and personal items, from businesses within the study area.

The sum of the direct, indirect, and induced impacts is the total economic impact.

The IMPLAN model is a method for estimating local economic multipliers, including those pertaining to production, value-added, employment, wage, and supplier data. IMPLAN differentiates its software and datasets between 536 sectors that are recognized by the United States Department of Commerce. Multipliers are available for all states, counties, and zip codes and are derived from production, employment, and trade data from a variety of national, regional, state and local resources such as the United States Census Bureau, County Business Patterns, Annual Survey of Government Employment, Annual Survey of Retail Trade, United States Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Consumer Expenditure Survey; United States Department of Labor, Office of Management and Budget, United States Department of Commerce, and the Internal Revenue Service. IMPLAN is widely accepted as the industry standard when estimating impacts from a one-time or sustained increase in economic activity in a particular region.

All amounts in this report are presented in constant 2015 dollars, and Ventura County is the study area. The report also assumes the City of Oxnard tax rates remain constant.

VI. GENERAL AND LIMITING CONDITIONS

Every reasonable effort has been made to ensure that the data contained in this report are accurate as of the date of this study; however, factors exist that are outside the control of DPFG and that may affect the estimates and/or projections noted herein. This report is based on information that was current as of September 2015, and DPFG has not undertaken any update of its research effort since such date.

This study is based on estimates, assumptions and other information developed by DPFG from its independent research effort, general knowledge of the industry, and information provided by and consultations with the client and the client's representatives.

No responsibility is assumed for inaccuracies in reporting by the client, the client's agent and representatives, or any other data source used in preparing or presenting this study.

Because future events and circumstances, many of which are not known as of the date of this study, may affect the estimates contained therein, no warranty or representation is made by DPFG that any of the projected values or results contained in this study will actually be achieved.

Possession of this study does not carry with it the right of publication thereof or to use the name of "DPFG" in any manner without first obtaining the prior written consent of DPFG. No abstracting, excerpting or summarization of this study may be made without first obtaining the prior written consent of DPFG. Further, DPFG has served solely in the capacity of consultant and has not rendered any expert opinions.

This report is not to be used in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the client, nor is any third party entitled to rely upon this report, without first obtaining the prior written consent of DPFG.

This study may not be used for purposes other than that for which it is prepared or for which prior written consent has first been obtained from DPFG. Any changes made to the study, or any use of the study not specifically prescribed under agreement between the parties or otherwise expressly approved by DPFG, shall be at the sole risk of the party making such changes or adopting such use. This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions and considerations.

VII. EXHIBIT 1 – FISCAL BENEFITS SUPPORTING CALCULATIONS

City of Oxnard Revenues		
I. City Property Taxes		
Current Assessed Value of Land (a)	\$ 10,467,000	
Ventura County Property Tax Rate	1%	
Ventura County Property Tax	104,670	
City of Oxnard Allocation	18.022%	
Property Tax Undeveloped Land - Annual	\$ 19,000	
Property Tax Undeveloped Land - 20 Year Cumulative	\$ 380,000	
	1 Hotel	2 Hotels
Assessed Value of Hotel(s) (b)	\$ 29,092,000	\$ 47,717,000
Ventura County Property Tax Rate	1%	1%
Ventura County Property Tax	\$ 290,920	\$ 477,170
City of Oxnard Allocation	18.022%	18.022%
Property Tax - Annual	\$ 52,000	\$ 86,000
Property Tax - 20 Year Cumulative	\$ 1,040,000	\$ 1,720,000
II. City Sales Tax		
Hotel Visitor Spending Taxable Sales (c)	\$ 6,159,000	\$ 12,318,000
City Sales Tax Rate	1%	1%
Hotel Sales Tax - Annual	\$ 62,000	\$ 123,000
Hotel Sales Tax - 20 Year Cumulative	\$ 1,240,000	\$ 2,460,000
III. City Transient Occupancy Tax		
Hotel Room Revenue (d)	4,745,000	\$ 9,490,000
Transient Occupancy Tax Rate	10%	10%
Transient Occupancy Tax - Annual	\$ 475,000	\$ 949,000
Transient Occupancy Tax - 20 Year Cumulative	\$ 9,500,000	\$ 18,980,000
Total City Revenues - Annual	\$ 589,000	\$ 1,158,000
Total City Revenues - 20 Year Cumulative	\$ 11,780,000	\$ 23,160,000

Footnotes:

- (a) Per the FY 2014/15 property tax bills.
 (b) Includes estimated land and construction values.
 (c) Local visitor spending based on Global Business Travelers Association and American Hotel and Lodging Association studies.
 (d) Assumes an Average Daily Rate of \$139, and 75% Occupancy Rate, per DKN Hotels.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made in Ventura County, California as of _____, 2015, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the “City”) and **RIVERPARK HOTEL II, LLC**, a Delaware limited liability company (“Riverpark Hotel II”) and **RIVERPARK LANDING, LLC**, a Delaware limited liability company (“Riverpark Landing”) (Riverpark Hotel II and Riverpark Landing may be referred to herein as a “Developer” or, collectively, as the “Developers”). The City and the Developers may be referred to herein as a “Party” or, collectively, as the “Parties.”

RECITALS

A. Developers are the owners of that certain real property located in the City and more particularly depicted in Exhibit 1 attached hereto (“Developers’ Property”). Developers’ Property is located within the boundaries of the City’s RiverPark Specific Plan (the “Specific Plan”).

B. The City and Developers’ predecessors-in-interest entered into that certain Development Agreement dated as of August 27, 2002, and which was recorded against Developers’ Property (as well as other properties located within the area of the RiverPark Specific Plan) on September 10, 2002 as Instrument No. 2002-02164590 in the Ventura County Recorder’s Office, as amended from time to time (the “Development Agreement”). The Development Agreement encumbers more real property than Developers’ Property. Collectively, all real property encumbered by the Development Agreement is referred to herein as the “Site.” Owners of portions of the Site (including Developer) may be referred to herein individually as a “Riverpark Developer” or collectively as the “Riverpark Developers.”

C. The Oxnard Community Development Commission, a public body, corporate and politic (the “Commission”), and Developers’ predecessors-in-interest entered into that certain Owner Participation Agreement dated as of June 12, 2001, as amended from time to time (the “OPA”). The OPA provides, among other things, for the development of a 320-room hotel on the portion of Developers’ Property owned by Riverpark Hotel II. Concurrently herewith, the Successor Agency for the Commission has adopted a Sixth Amendment to Owner Participation Agreement (the “Sixth Amendment to OPA”), which modified the Hotel Development Obligation (as defined therein) to require the initial development of a single hotel containing between approximately 100 and 150 rooms, subject to certain timing requirements, and contemplates the future development of a second complimentary hotel on the remainder of Riverpark Hotel II’s Property.

D. In conjunction with transfers of portions of the Site to the various Riverpark Developers, the parties to such transfer agreements have executed Assignment and Assumption Agreements that had the effect of the transferring party assigning and the acquiring party assuming the rights, duties and/or obligations under the Development Agreement and OPA relating to the portion of the Site being transferred and providing that no Riverpark Developer

shall be obligated to meet any obligations under Development Agreement or OPA that relate to a portion of the Site owned by another Riverpark Developer.

E. The Parties intend to establish a process for expediting the review of certain approvals completed on Developers' Property and for the payment of certain fees associated with the development of the first hotel on Developers' Property.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this MOU by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developers agree as follows:

Section 1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made a part of this MOU.

Section 2. Trolley Fee. Within two (2) business days of the mutual execution and delivery of this MOU, Developers shall pay a one-time lump sum fee in the amount of Twenty Thousand Dollars (\$20,000) to the City to be used towards feasibility studies for a trolley service that could operate between the Riverpark Project, Downtown Oxnard and the Oxnard Harbor, or support the Downtown Arts Program, at City's discretion.

Section 3. Hotel Development Fee. In the event that the State Department of Finance approves the Sixth Amendment to OPA and Riverpark Hotel II, or its successor, develops a 100 to 150 room hotel on Developers' Property (the "Hotel"), as contemplated by the Sixth Amendment to OPA, then the following fees shall apply:

(A) Within five (5) business days of the later to occur of (i) the approval by the State Department of Finance, by action or operation of law, of the Sixth Amendment to OPA or (ii) final approval by the City of the final discretionary entitlement for the Hotel, including the expiration of all applicable periods of administrative appeal and statutes of limitations, Riverpark Hotel II shall pay a one-time lump sum fee in the amount of One Hundred Thousand Dollars (\$100,000) to the City.

(B) Upon the occurrence of the conditions listed in Section 3(a), above, and concurrently with issuance of the first building permit for vertical construction of the Hotel, Riverpark Hotel II shall pay a one-time lump sum fee in the amount of Four Hundred Thousand Dollars (\$400,000) to the City.

In the event that the State Department of Finance does not approve the proposed Sixth Amendment to OPA, then Riverpark Hotel II shall have no further obligations under this Section 3.

Section 4. Development Design Review and Subsequent Entitlement Review.

City and Developers shall cooperate to expedite the development design review process, building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for the developments to be located on Developers' Property. Review of any application through any expedited process as provided by this subparagraph shall not be

deemed to waive any of the Applicable Rules (as defined in the Development Agreement) pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developers authorize the imposition of City fees paid to the City sufficient to cover City's estimated costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process. Any such process shall terminate upon the expiration or termination of the time for development of the Hotels under the OPA or the issuance of the final certificate of occupancy for the last parcel within Developers' Property, whichever occurs first.

If a Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for Developers' Property, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of Developer through the payment of an increased plan check fee set forth herein. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay City deposit fee equal to one hundred and fifty percent (150%) of the then current plan review fee for review of an improvement or building plan ("Expedited Plan Check Fee"). Once a consultant is selected or City staff identified, City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan check: City shall provide complete comments and markup within twenty-one (21) working days of submittal of a complete package.

Any subsequent Plan check: City shall provide complete comments and markup within twenty-one (21) working days of submittal of a complete package that responds to all markups and comments.

Upon completion of plan check review and City deems the plan set is approved, the City shall calculate and provide permit fees to the Developer within ten (10) working days of plan set approval.

Should City determine, in its sole and absolute discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer of the basis for the increased Expedited Plan Check Fee, and, if Developer declines to pay the increased Expedited Plan Check Fee, then City shall have no further obligation to expedite review as set forth herein.

Section 5. Miscellaneous Provisions.

(a) Entire Agreement. This MOU represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this MOU.

(b) Section Headings. The section headings contained in this MOU are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This MOU and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this MOU shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this MOU, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this MOU, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All parties to this MOU declare that, prior to the execution of this MOU, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this MOU and making the decision to execute it. The parties each represent and acknowledge that in executing this MOU, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this MOU or their respective legal counsel with regard to the subject matter, basis or effect of this MOU.

(g) Construction. The provisions of this MOU shall be liberally construed to effectuate its purpose. The language of this MOU shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this MOU and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This MOU shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this MOU shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this MOU and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this MOU and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Cooperation. Each of the Parties hereto agrees to cooperate with the other Party in undertaking any and all additional steps which may be necessary or convenient to the completion of the transactions contemplated by this MOU, including without limitation, the

preparation and execution of such other and further instruments as may evidence or facilitate the same.

IN WITNESS WHEREOF, the parties to this MOU have each executed this MOU as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

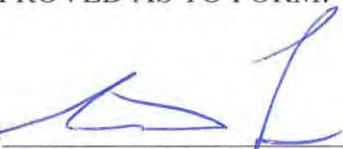
Date: _____

By: _____
Tim Flynn,
Mayor

ATTEST:

By: _____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

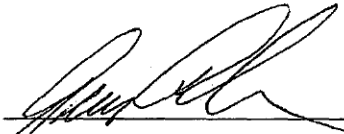
By:  _____
Stephen M. Fischer
Interim City Attorney

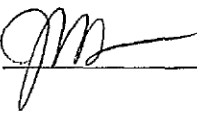
[Signatures continue on next page]

DEVELOPER:

RIVERPARK LANDING, LLC,
a Delaware limited liability company

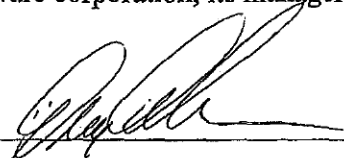
By: Shea Properties Management Company, Inc.
a Delaware corporation, its manager

By: 
Name: Greg Anderson
Assistant Secretary
Title: _____

By: 
Name: _____
Julia Guizan
Title: Vice President

RIVERPARK HOTEL II, LLC,
a Delaware limited liability company

By: Shea Properties Management Company, Inc.
a Delaware corporation, its manager

By: 
Name: Greg Anderson
Assistant Secretary
Title: _____

By: 
Name: _____
Julia Guizan
Title: Vice President

EXHIBIT 1

DEPICTION OF DEVELOPERS' PROPERTY

(attached)





Meeting Date: 10/20/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Kymberly Horner, Economic Development Director Agenda Item No. L-2Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other N/A**DATE:** October 20, 2015**TO:** Community Development Commission Successor Agency**FROM:** Kymberly Horner, Economic Development Director
Community Development Department Kymberly Horner**SUBJECT: Revised Long-Range Property Management Plan****RECOMMENDATION**

That the Oxnard Community Development Commission Successor Agency (the "Successor Agency") Adopt a Resolution Approving the Revised Long-Range Property Management Plan (the "LRPMP") prepared pursuant to Health and Safety Code Section 34191.5.

DISCUSSION

On June 28, 2011, Assembly Bill No. X1 26 ("AB 26") was signed into law by the Governor of California which called for the dissolution of redevelopment agencies throughout the state and established the procedures by which this was to be accomplished. Per the passage of the AB 26, the "Dissolution of Redevelopment" bill, redevelopment agencies throughout the state of California were dissolved on February 1, 2012. Successor Agencies and Oversight Boards were then established and tasked with winding down the affairs of the former redevelopment agencies.

On June 27, 2012, the State Legislature passed and the Governor signed Assembly Bill No. 1484 ("AB 1484") as a trailer bill for the Fiscal Year 2012-2013 State budget package. Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that had arisen in the implementation of AB 26, AB 1484 also imposed additional statutory provisions relating to the activities and obligations of successor agencies and to the wind-down process of former redevelopment agencies, including the preparation of a long-range property management plan.

On September 22, 2015, Governor Brown signed Senate Bill 107 ("SB 107") authorizing new legislation to update the law governing the dissolution of local redevelopment agencies. SB 107 immediately created additional requirements and deadlines for the dissolution of former redevelopment agencies.

While some amendments are simple clarifications to the original Dissolution of Redevelopment bill, others significantly change the current practices of successor agencies. As it relates to this agenda item,

SB 107 includes substantive amendments to the requirements for successor agencies' LRPMPs. A summary of those changes are as follows:

- If the State Department of Finance (the "DOF") approved the LRPMP prior to January 1, 2016, then Successor Agency may amend LRPMP once solely to allow for retention of real properties that constitute "parking facilities and lots dedicated solely to public parking." The amendment must occur prior to July 1, 2016. "Parking facilities and lots dedicated solely to public parking" do not include properties that generate "revenues in excess of reasonable maintenance costs of properties."
- DOF or the Oversight Board to the Oxnard Community Development Commission Successor Agency (the "OB") may require approval of a compensation agreement with taxing entities prior to any transfer of property provided that compensation agreement may be developed and executed subsequent to the approval process of the LRPMP.
- Actions to implement the disposition of property pursuant to an approved long-range property management plan shall not require review by DOF [may conflict with Section 34179(h) which continues to require OB to submit resolutions regarding sale of property to third parties to DOF].
- If former RDA does not have properties, then Successor Agency shall prepare the LRPMP certifying that Successor Agency does not have real properties. The LRPMP document shall be submitted no later than 6 months after receipt of Finding of Completion.

Presently, section 34181 of the Health and Safety Code requires the Oversight Board to direct the Successor Agency to prepare the LRPMP, upon receiving a finding of completion (the "FOC"). The LRPMP must produce a disposition plan for all of the former redevelopment agency properties under one of four categories in accordance with Section 34181 (a) of the Health and Safety Code:

- Retention of the property for Governmental Use pursuant to 34181 (a)
- Retention of the property for Future Development
- Use of the property to fulfill an Enforceable Obligation
- Sale of the property

SB 107 amends the types of properties that are classified as "governmental use" and will include "parking facilities and lots dedicated solely to public parking," which under the DOF's position were excluded previously from the term governmental use.

On June 4, 2013, the Successor Agency received its FOC, from the DOF, and after receiving approval from the Successor Agency and Oversight Board, staff submitted the Successor Agency's first version of the LRPMP to the DOF in December 2013. The DOF reviewed and responded to staff's original version of the LRPMP and requested clarification on approximately 20 parcels that were originally classified as Governmental Use. To be specific, the DOF was asking whether "...the individual parcels of land on these properties consist of parking lots, driveways, easements, right of ways, etc. in order to be considered for governmental use..." Many of these parcels were classified as Governmental Use based on their orientation and connection to public parking lots owned by the City, the Oxnard Transit Center or the Parking Authority. A complete list of the DOF's comments and staff's responses are listed as Attachment No. 1.

Successor Agency staff and Kosmont and Company prepared a “Revised LRPMP” (Attachment No. 2) that provides an inventory of all former Community Development Commission (“CDC”) owned property. The proposed Revised LRPMP is a complete listing and narrative discussion of the proposed disposition and present and former use of CDC assets. It contains all non-housing real property assets that have been redeveloped or are proposed to be redeveloped, remnant parcels and public parking assets. As previously mentioned, the options given in Section 34181 of the Health and Safety Code, for the future use and disposition of the property include transfer of the property of property for governmental use, retention for future development, sale of the property, or the use of the property to fulfill an enforceable obligation.

Specifically, the Successor Agency’s LRPMP includes the remaining fifty-one (51) real properties (the “Properties”). Approximately 40 of these properties will be classified as Governmental Use properties with the request to the DOF to transfer title of these properties to the City for continued governmental use. The remaining 11 properties will be classified as For Sale. The sale proceeds of these properties will be distributed to the Ventura County Auditor Controller in accordance with the Dissolution Law. The LRPMP is a material step of the dissolution process under the Dissolution Law. If approved by the Successor Agency, the LRPMP will be required to be reviewed and approved by the Oversight Board and the DOF, on or before December 31, 2015.

ENVIRONMENTAL DETERMINATION

The approval of the Plan is not a project as defined by the California Environmental Quality Act.

FISCAL IMPACT

If the Oversight Board and the DOF approve the Plan, properties shall be disposed of in accordance with the Plan. Funding for assistance with the actions required by the Plan has been included in the Recognized Obligations Payment Schedule.

Attachments: 1 - Questions from the State Department of Finance
2 - Long-Range Property Management Plan
3 - Resolution Approving the Revised Long Range Property Management Plan

ATTACHMENT # 1

Questions from State Department of Finance with Staff's Responses

The Successor Agency Board adopted the first version of the LRPMP on November 5, 2013. The Oversight Board subsequently adopted the first version of the LRPMP on November 21, 2013. After submittal of the first version of the LRPMP, the Successor Agency received comments back from the DOF. The DOF comments are summarized and answered as follows:

- DOF - If transferring to city/county for future development, the Successor Agency will need to make a finding that a Compensation Agreement will be entered into between the City/County and the taxing entities pursuant to HSC 34180 (f)(1)

- *Answer - No parcels are proposed for transfer to the City for future development. Parcels proposed for transfer to the City are only for continued public purpose use.*

- DOF - If the agency wants to sell the property, LRPMP must explain the use of proceeds; to the CAC for distribution to the taxing entities or to fulfill enforceable obligations pursuant to HSC 34191.5 (c) (2) (B)

- *Answer - Proceeds from the sale of parcels that are designated For Sale in the LRPMP will be remitted to the CAC for distribution to the taxing entities. No proceeds are required for use in fulfilling enforceable obligations.*

- DOF - Pursuant to HSC section 34191(c) (1) (A) the LRPMP shall include the date of the acquisition of the property and the value of the property at the time, and an estimate of the current value of the property.

- *Answer - The actual date of acquisition on some properties is, according to the data available at the time of drafting the LRPMP, unavailable as was the value of the property at the time it was acquired. Details are included in the LRPMP as to all information on acquisition date and value that was available.*

- DOF - B-4 (APN 201-0-113-190): Vacant lot does not qualify as governmental use. Agency needs to choose to either sell property or transfer for future development and enter into compensation agreement.

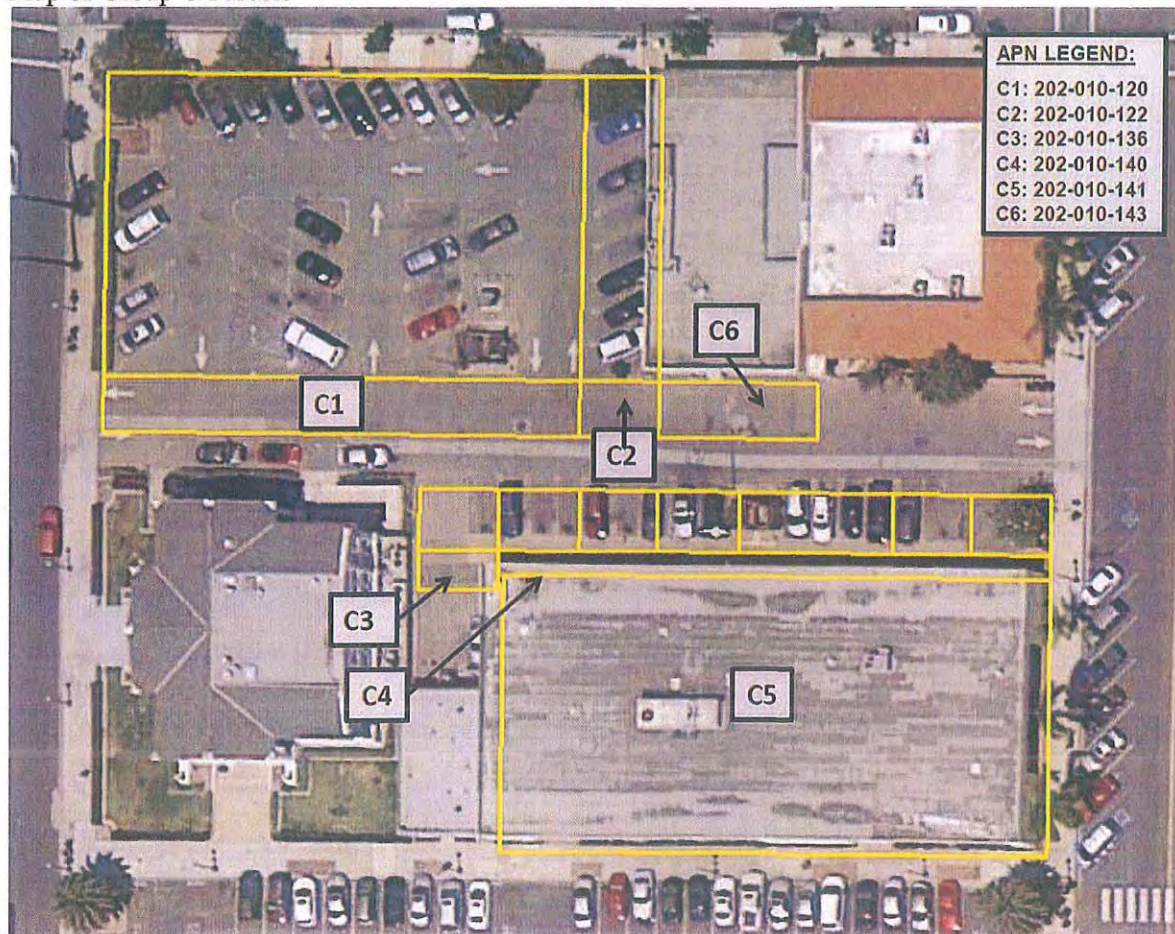
- *Answer - This parcel is now categorized as FOR SALE in this revised version of the LRPMP.*

• DOF - C-1 through 4, and 6; D-1 through 3; F-1,3, and 5; G-1 through 7; and H-1 and 2: Please clarify if the individual parcels of land on these properties consist of parking lots, driveways, easements, right of ways, etc. in order to be considered for governmental use, description and map provided are inconclusive. Note if any of the parking lots are part of an active parking district.

Answer:

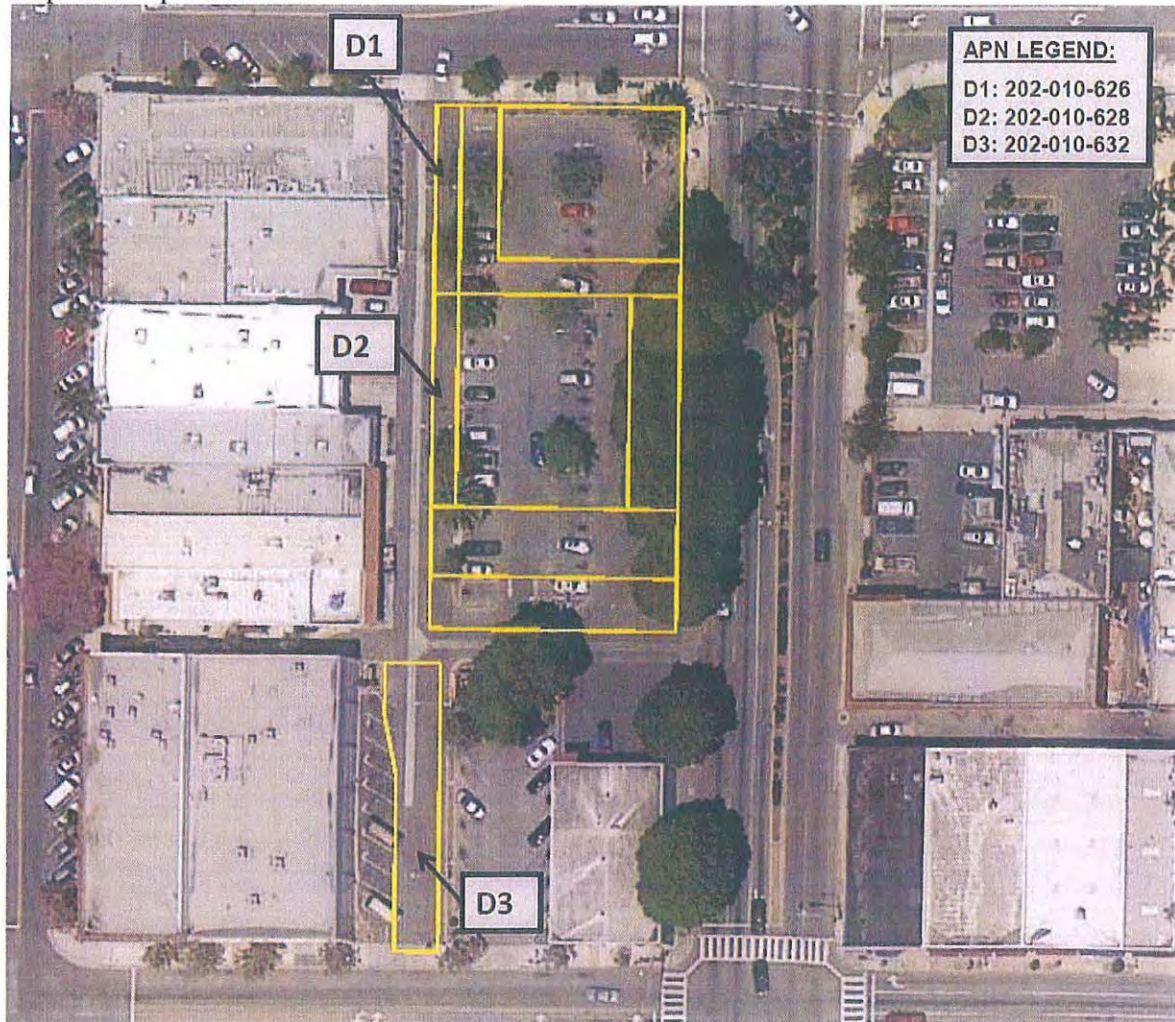
- C1 – This parcel is a drive aisle and can be confirmed with the map below.
- C2 – This parcel is a drive aisle and can be confirmed with the map below.
- C3 – This parcel is a drive aisle and can be confirmed with the map below.
- C4 – This parcel is a sidewalk and can be confirmed with the map below.
- C6 – This parcel is a drive aisle and can be confirmed with the map below.
- Given these clarifications, these Group C Parcels continued to be listed as Government Use in the LRPMP.

Map of Group C Parcels



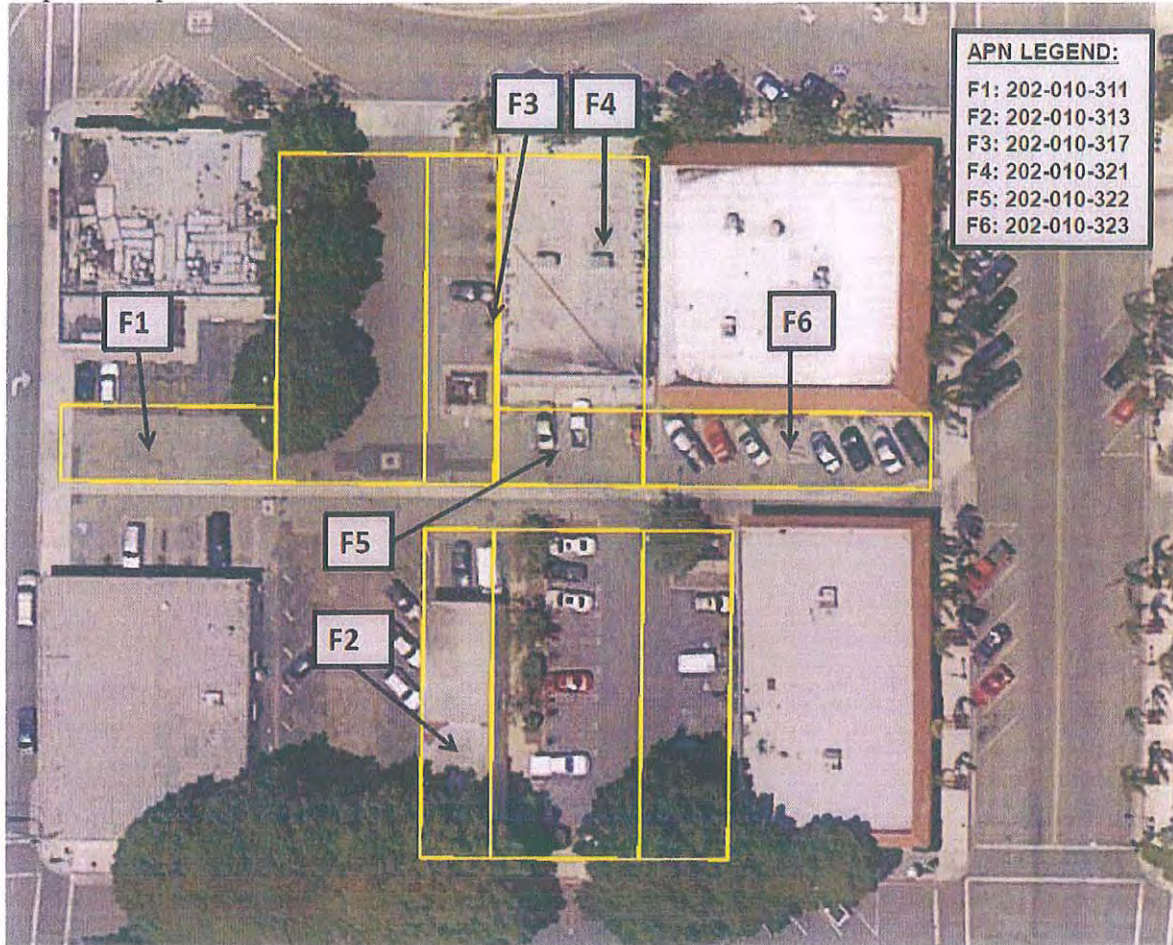
- D1 – This parcel is a sidewalk and can be confirmed with the map below.
- D2 – This parcel is a sidewalk and can be confirmed with the map below.
- D3 – This parcel is a drive aisle and can be confirmed with the map below.
- Given these clarifications, these Group D Parcels continued to be listed as Government Use in the LRPMP.

Map of Group D Parcels



- F1 – This parcel is a drive aisle and can be confirmed with the map below.
- F3 – This parcel is part drive aisle and part parking area containing approximately 7 parking spaces and can be confirmed with the map below.
- F5 – This parcel is part drive aisle and part parking area containing approximately 5 parking spaces and can be confirmed with the map below.
- Given these clarifications and the passage of SB 107, F1, F3 and F5 are all to be transferred to the City as Government Use since none of them generate any revenue.

Map of Group F Parcels



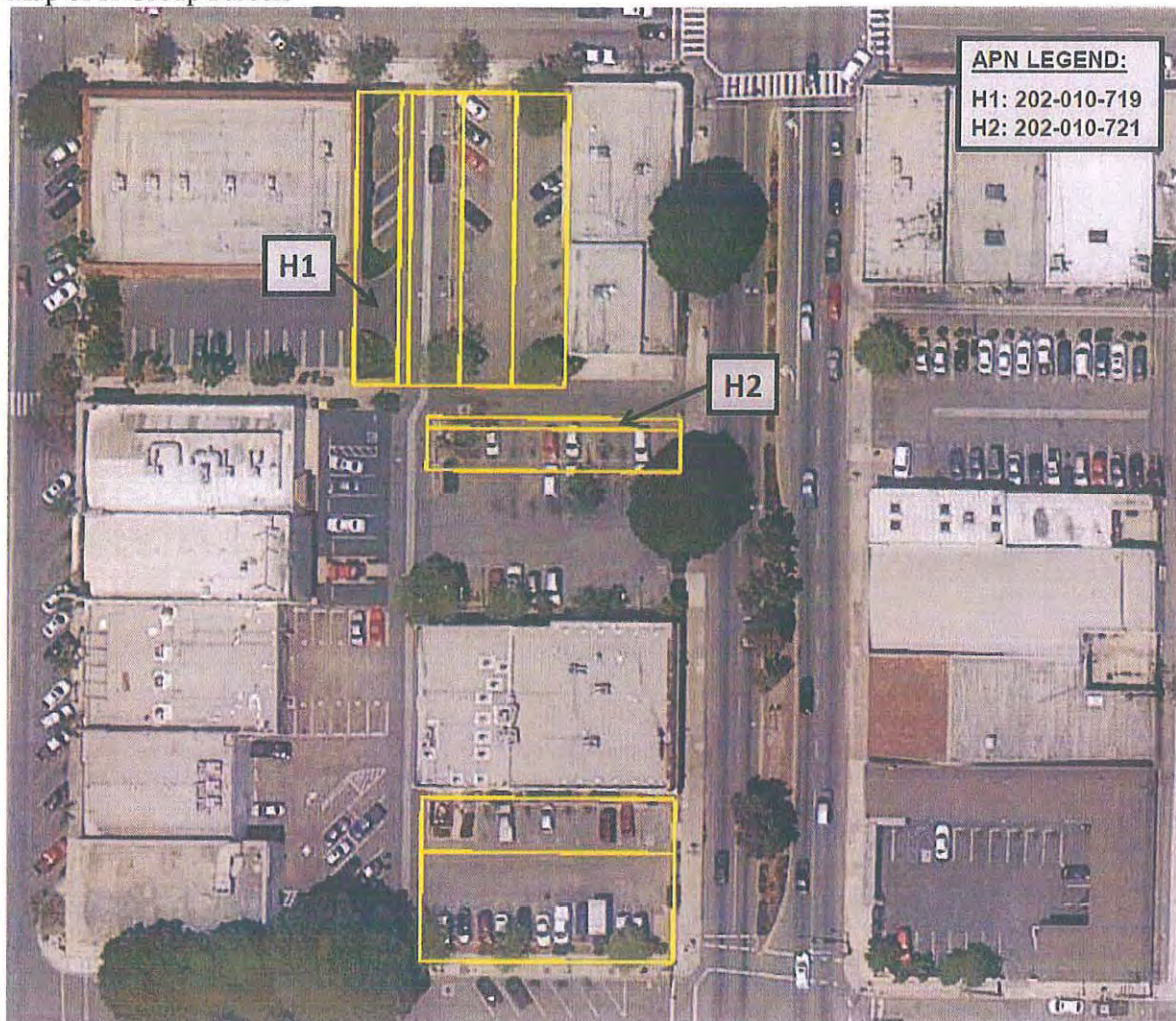
- G1 – This parcel is used for parking and contains approximately 11 parking spaces.
- G2 – This parcel is used as a pedestrian walkway and drive aisle.
- G3 – This parcel is used as a pedestrian walkway and drive aisle.
- G4 – This parcel is used as a pedestrian walkway and drive aisle.
- G5 – This parcel is used as a pedestrian walkway and drive aisle.
- G6 – This parcel is used as a pedestrian walkway and drive aisle.
- G7 – This parcel is a pedestrian paseo/walkway and can be confirmed with the map below.
- Given these clarifications and the passage of SB 107, Parcels G2 through G7 continued to be listed as Government Use in the LRPMP. Parcel G1 is also listed as Government Use since it does not generate any revenue.

Map of Group G Parcels



- H1 – This parcel is used partially as a drive aisle and part for approximately 7 parking spaces. .
- H2 - This parcel is used for access to parking spaces but is not used for parking itself. .
- Given these clarifications and the passage of SB 107, Parcel H1 is listed as Government Use since it does not generate any revenue.

Map of H Group Parcels



• DOF - F-2, 4 (APN's 202-0-103-130, -210): Use of sales proceeds not listed in plan, no proposed sale value given nor purchase value.

Answer:

- *Proceeds from the sale will be turned over to the CAC for distribution to taxing entities.*
- *Estimated values listed in this version of the LRPMP are based on a Broker Opinion of Value where appropriate.*
- *Original purchase value not identifiable in City records.*

• I-1 through 7 (201-0-213-100, -130, -140, 201-0-272-020, -030, -170, and -200): Use of sales proceeds not listed in plan, no proposed sale value given nor purchase date.

Answer:

- *Proceeds from the sale will be turned over to the CAC for distribution to taxing entities.*
- *Estimated values listed in this version of the LRPMP based on a Broker Opinion of Value where appropriate..*
- *Original purchase value not identifiable in City records.*

• DOF - J-1, 4 (APN 202-0-144-220, -270): Use of sales proceeds not listed in plan, no proposed sale value given nor purchase date.

Answer:

- *Proceeds from the sale will be turned over to the CAC for distribution to taxing entities.*
- *Estimated values listed in this version of the LRPMP based on a Broker Opinion of Value where appropriate.*
- *Original purchase value not identifiable in City records.*

• DOF - J-2 and 3 (APN 202-0-144-240, -280: Properties do not qualify as governmental use, Agency needs to choose either to sell property or transfer for future development and enter into a compensation agreement.

Answer:

- *Properties now listed as For Sale in this version of the LRPMP*



**Oxnard Community Development Commission
Successor Agency**

REVISED Long-Range Property Management Plan

**Prepared By
City of Oxnard Community Development Department**

**Contact Person
Kymberly R. Horner
Economic Development Director**

**Revised LRPMP Approved by:
Oxnard Community Development Commission Successor Agency**

By Resolution: _____ Date: _____

**Revised LRPMP Approved by:
Oversight Board to the Oxnard Community Development Commission Successor
Agency**

By Resolution: _____ Date: _____

Oxnard Community Development Department

214 South C Street
Oxnard, CA 93030
805.385.7407
Fax 805. 385.7408
www.ci.oxnard.ca.us

**Oxnard Community Development Commission
Successor Agency**

Long-Range Property Management Plan

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Oxnard Community Development Commission Successor Agency

Long-Range Property Management Plan

Introduction:

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484). This legislation was a budget trailer bill that made substantial changes to the redevelopment agency dissolution law adopted through approval of Assembly Bill 1X 26. AB 1484 included within Section 34191.5 of the law a requirement for successor agencies to develop a long-range property management plan that will serve to determine the disposition and use of properties owned by the former redevelopment agency. This document is the Long-Range Property Management Plan for the Oxnard Community Development Commission Successor Agency (Successor Agency).

Summary Description of Properties Owned by the Successor Agency:

All but two of the properties owned by the Successor Agency, those identified in Group B, are located within the former Merged Downtown Renewal (R-108) and Central City Revitalization Project Area. This Project Area encompassed the downtown central business district of the City of Oxnard. It was composed of the Central City Revitalization Project (568 acres) and the Oxnard Downtown Redevelopment Project (20 acres). The Downtown Project Area was adopted on May 14, 1968 and the Central City Revitalization Project was adopted on July 6, 1976. Territory was annexed to the Central City Revitalization Project on May 7, 1985.

The majority of the 51 parcels owned by the Successor Agency are small remainder parcels that were acquired at little or no cost as opportunities arose. They are often adjacent to and located in connection with parcels owned by the City of Oxnard or the Oxnard Parking Authority. These small parcels are and have been in use as part of downtown Oxnard public parking areas for many years and have no commercial value by themselves. Most were acquired during the time that the Oxnard Transportation Center was being developed. This important transit development was placed in service in 1986. The parking areas within the Oxnard downtown are all within one quarter mile of this transit facility and serve to support that transit facility as well as to further the goals of the City's General Plan and the Merged Project Area.

Several parcels that are owned by the Successor Agency were acquired for redevelopment purposes in furtherance of efforts to revitalize the downtown area of the City. These include two parcels that will be proposed for retention but the others will be proposed for sale. All parcels will be described in full on the following pages and their proposed disposition will be outlined. The parcels have been grouped so as to provide context to their relationship with each other and with surrounding areas.

ATTACHMENT 2
PAGE 3 OF 53

All parcels within Groups A through J lie within the City's Central Business District and are subject to the City of Oxnard Downtown Strategic Plan. The parcel that is Group K is located within the former Ormond Beach Redevelopment Project Area. The parcel addressed in Group K is located within the Coastal Zone and is under the jurisdiction of the Coastal Commission.

Based on the City's records and site reconnaissance, the Phase I Environmental Site Assessments completed revealed no evidence of Recognized Environmental Conditions as defined by ASTM in connection with any of the properties owned by the Successor Agency.

UPDATED VERSION OF THE LRPMP

The Successor Agency Board adopted the first version of the LRPMP on November 5, 2013. The Oversight Board subsequently adopted the first version of the LRPMP on November 21, 2013. After submittal of the first version of the LRPMP, the Successor Agency received comments back from the DOF. The DOF comments are summarized and answered as follows:

- DOF - If transferring to city/county for future development, the Successor Agency will need to make a finding that a Compensation Agreement will be entered into between the City/County and the taxing entities pursuant to HSC 34180 (f)(1)
 - *Answer - No parcels are proposed for transfer to the City for future development. Parcels proposed for transfer to the City are only for continued public purpose use.*
- DOF - If the agency wants to sell the property, LRPMP must explain the use of proceeds; to the CAC for distribution to the taxing entities or to fulfill enforceable obligations pursuant to HSC 34191.5 (c) (2) (B)
 - *Answer - Proceeds from the sale of parcels that are designated For Sale in the LRPMP will be remitted to the CAC for distribution to the taxing entities. No proceeds are required for use in fulfilling enforceable obligations.*
- DOF - Pursuant to HSC section 34191(c) (1) (A) the LRPMP shall include the date of the acquisition of the property and the value of the property at the time, and an estimate of the current value of the property.
 - *Answer - The actual date of acquisition on some properties is, according to the data available at the time of drafting the LRPMP, unavailable as was the value of the property at the time it was acquired. Details are included in the LRPMP as to all information on acquisition date and value that was available.*
- DOF - B-4 (APN 201-0-113-190): Vacant lot does not qualify as governmental use. Agency needs to choose to either sell property or transfer for future development and enter into compensation agreement.
 - *Answer - This parcel is now categorized as FOR SALE in this revised version of the LRPMP.*

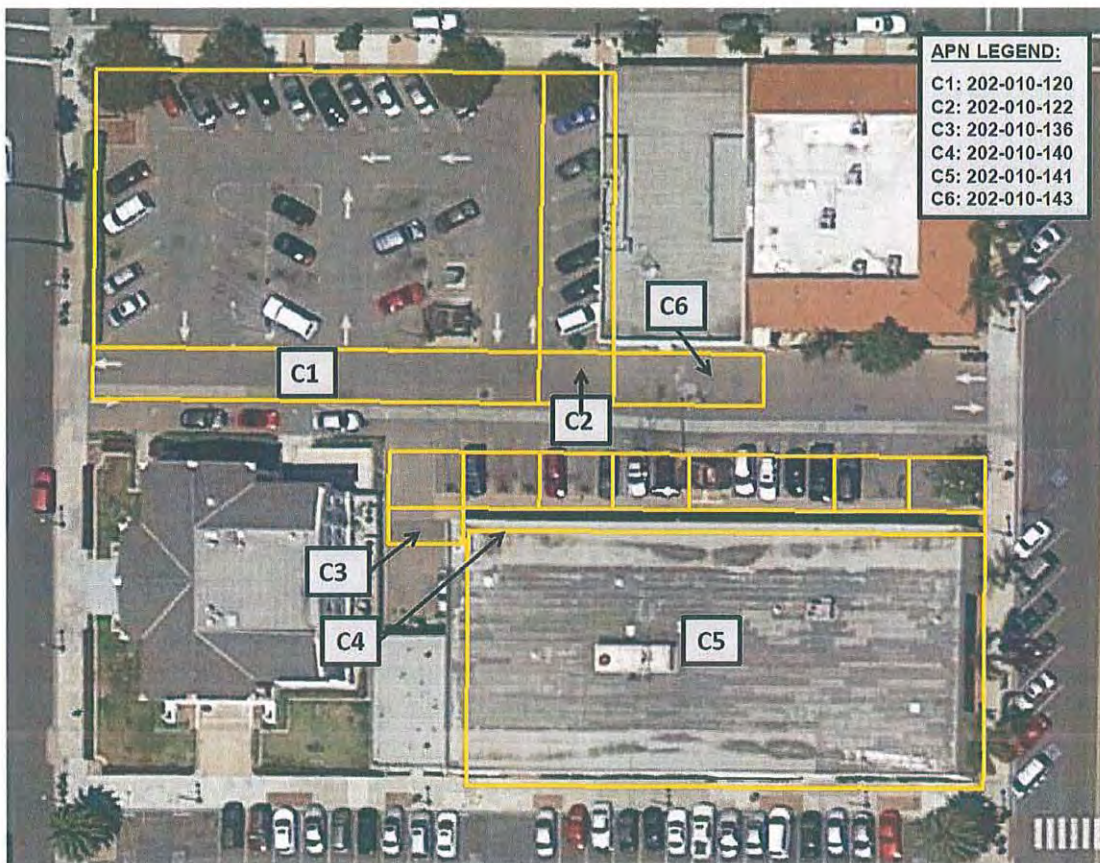
ATT 2
PAGE 4 OF 53

- DOF - C-1 through 4, and 6; D-1 through 3; F-1,3, and 5; G-1 through 7; and H-1 and 2: Please clarify if the individual parcels of land on these properties consist of parking lots, driveways, easements, right of ways, etc. in order to be considered for governmental use, description and map provided are inconclusive. Note if any of the parking lots are part of an active parking district.

Answer:

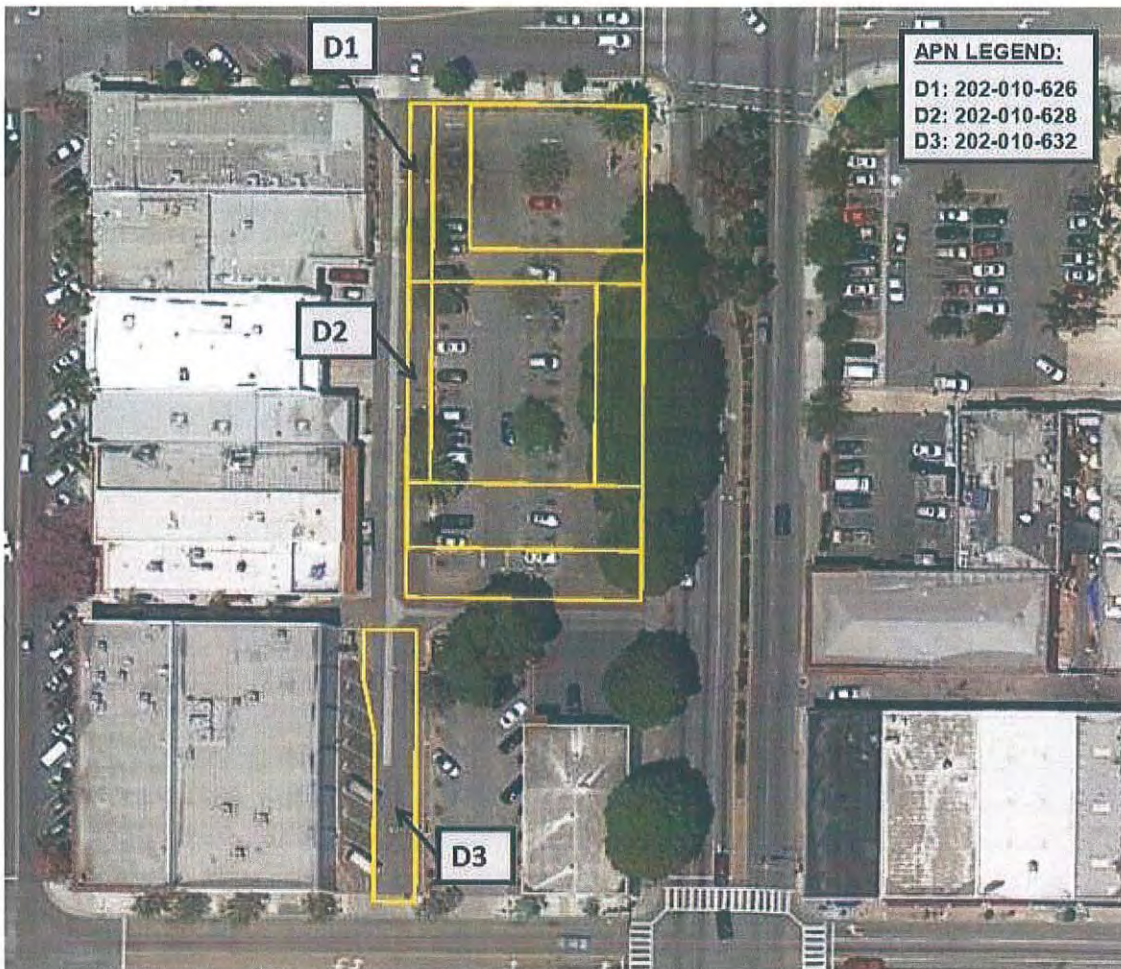
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- C3 – This parcel is a drive aisle and can be confirmed with the map below.
- C4 – This parcel is a sidewalk and can be confirmed with the map below.
- C6 – This parcel is a drive aisle and can be confirmed with the map below.
- Given these clarifications, these Group C Parcels continued to be listed as Government Use in the LRPMP.

Map of Group C Parcels



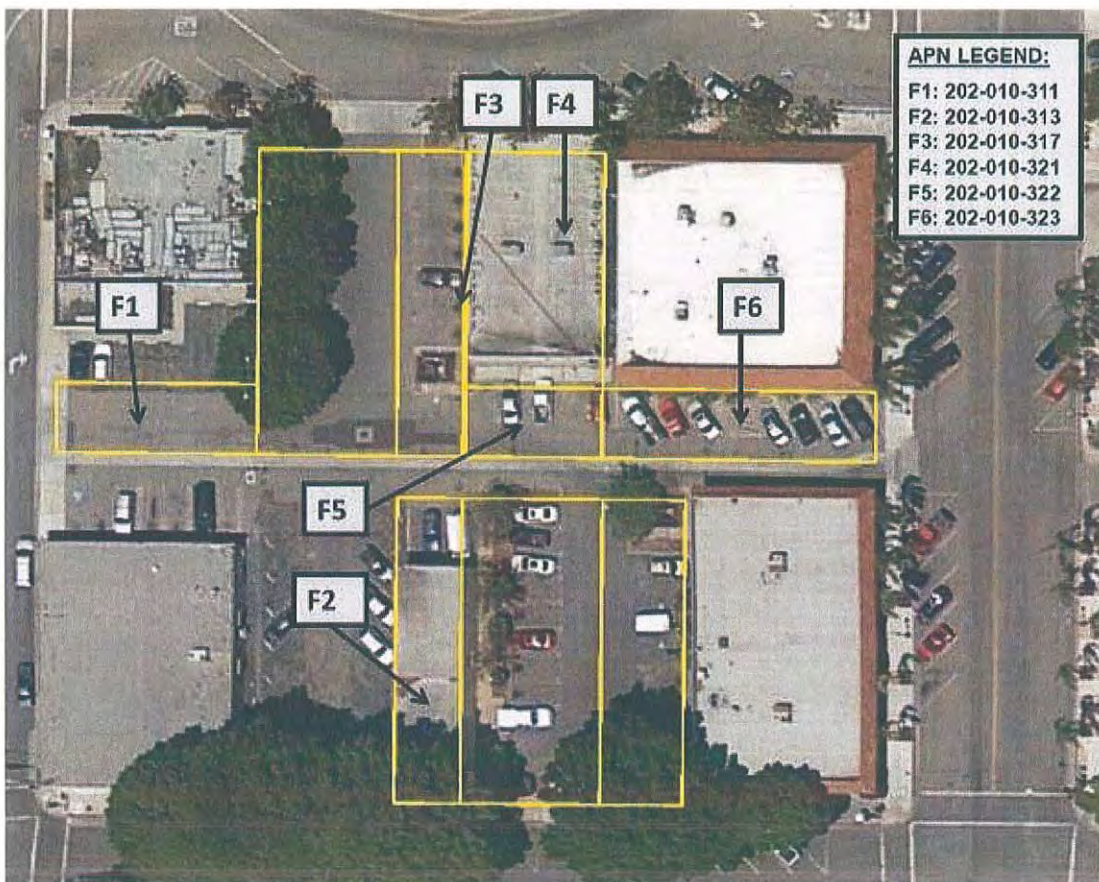
- D1 – This parcel is a sidewalk and can be confirmed with the map below.
- D2 – This parcel is a sidewalk and can be confirmed with the map below.
- D3 – This parcel is a drive aisle and can be confirmed with the map below.
- Given these clarifications, these Group D Parcels continued to be listed as Government Use in the LRPMP.

Map of Group D Parcels



- F1 – This parcel is a drive aisle and can be confirmed with the map below.
- F3 – This parcel is part drive aisle and part parking area containing approximately 7 parking spaces and can be confirmed with the map below.
- F5 – This parcel is part drive aisle and part parking area containing approximately 5 parking spaces and can be confirmed with the map below.
- Given these clarifications and the passage of SB 107, F1, F3 and F5 are all to be transferred to the City as Government Use since none of them generate any revenue.

Map of Group F Parcels



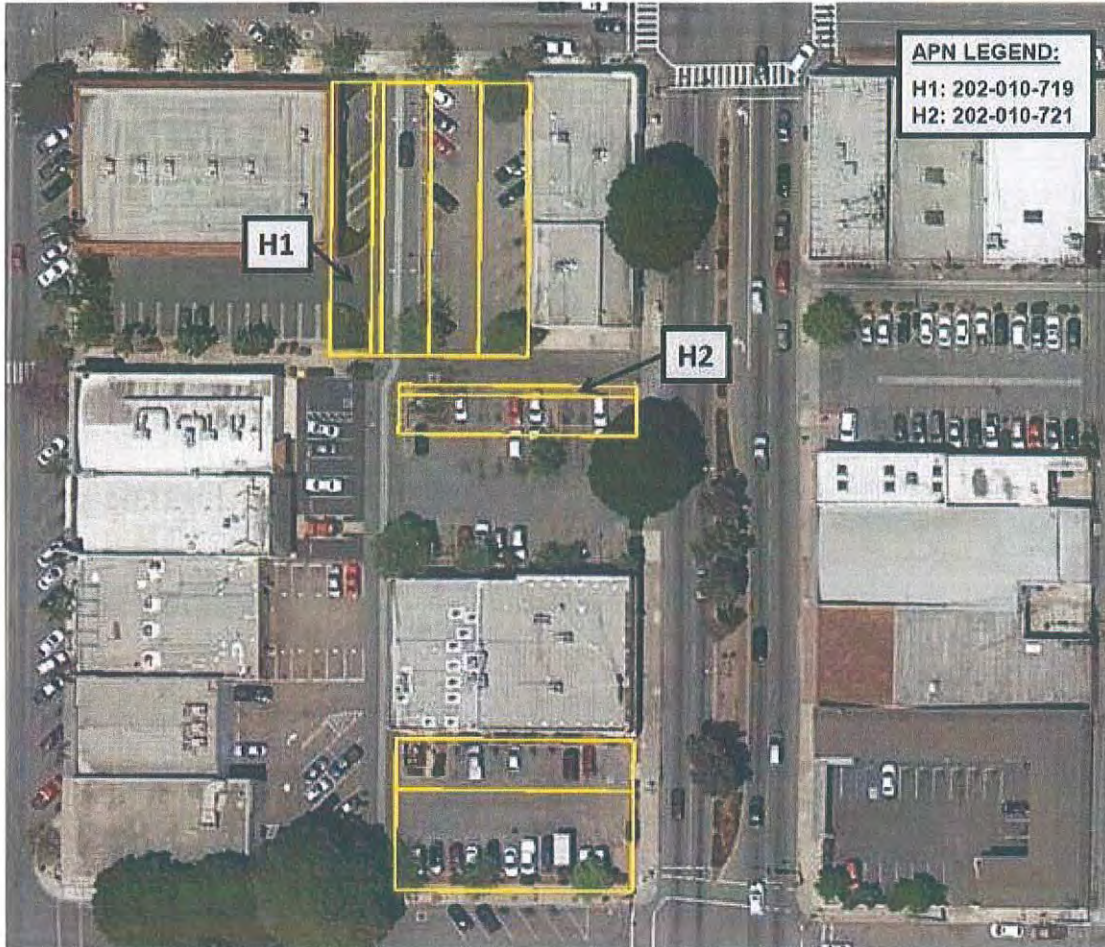
- G1 – This parcel is used for parking and contains approximately 11 parking spaces.
- G2 – This parcel is used as a pedestrian walkway and drive aisle.
- G3 – This parcel is used as a pedestrian walkway and drive aisle.
- G4 – This parcel is used as a pedestrian walkway and drive aisle.
- G5 – This parcel is used as a pedestrian walkway and drive aisle.
- G6 – This parcel is used as a pedestrian walkway and drive aisle.
- G7 – This parcel is a pedestrian paseo/walkway and can be confirmed with the map below.
- Given these clarifications and the passage of SB 107, Parcels G2 through G7 continued to be listed as Government Use in the LRPMP. Parcel G1 is also listed as Government Use since it does not generate any revenue.

Map of Group G Parcels



- H1 – This parcel is used partially as a drive aisle and part for approximately 7 parking spaces.
- H2 - This parcel is used for access to parking spaces but is not used for parking itself.
- Given these clarifications and the passage of SB 107, Parcel H1 is listed as Government Use since it does not generate any revenue.

Map of H Group Parcels



- DOF - F-2, 4 (APN's 202-0-103-130, -210): Use of sales proceeds not listed in plan, no proposed sale value given nor purchase value.

Answer:

- *Proceeds from the sale will be turned over to the CAC for distribution to taxing entities.*
 - *Estimated values listed in this version of the LRPMP are based on a Broker Opinion of Value where appropriate.*
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- I-1 through 7 (201-0-213-100, -130, -140, 201-0-272-020, -030, -170, and -200): Use of sales proceeds not listed in plan, no proposed sale value given nor purchase date.

Answer:

- *Proceeds from the sale will be turned over to the CAC for distribution to taxing entities.*
 - *Estimated values listed in this version of the LRPMP based on a Broker Opinion of Value where appropriate..*
 - *Original purchase value not identifiable in City records.*
- DOF - J-1, 4 (APN 202-0-144-220, -270): Use of sales proceeds not listed in plan, no proposed sale value given nor purchase date.

Answer:

- *Proceeds from the sale will be turned over to the CAC for distribution to taxing entities.*
 - *Estimated values listed in this version of the LRPMP based on a Broker Opinion of Value where appropriate.*
 - *Original purchase value not identifiable in City records.*
- DOF - J-2 and 3 (APN 202-0-144-240, -280: Properties do not qualify as governmental use, Agency needs to choose either to sell property or transfer for future development and enter into a compensation agreement.

Answer:

- *Properties now listed as For Sale in this version of the LRPMP.*

Requirements of the Long-Range Property Management Plan:

The Long-Range Property Management Plan must, by statute, include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established, as required by law, to serve as the repository of the former Community Development Commission's real properties. The inventory must include all of the following information:

- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
- The purpose for which the property was acquired.
Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, Community, or general plan.
- An estimate of the current value of the parcel including, if available, any appraisal information.
- An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
- The history of any environmental contamination, including any designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
- A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
- A brief history of previous development proposals and activity, including the rental or lease of property.

The Plan must address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses for land within the Trust Fund include:

- Retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181.
- Retention of the property for future development.
- Sale of the property
- Use of the property to fulfill an enforceable obligation.

The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county that sponsored the redevelopment plan.
- If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation, the proceeds from the sale shall be distributed as property tax to the taxing entities.
- Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the oversight board and the DOF.

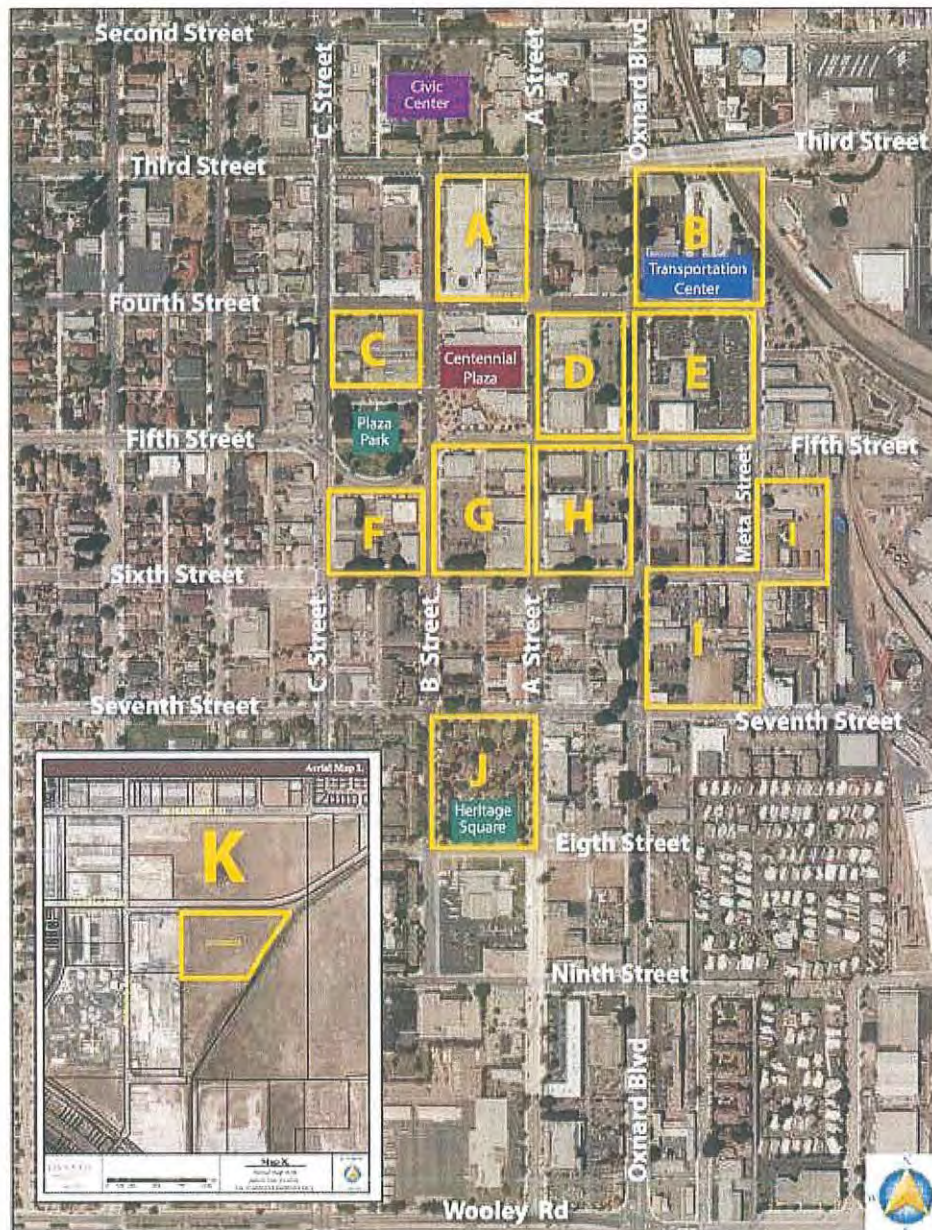
Definition of Common Terms Used Within the Long-Range Property Management Plan

<u>Term</u>	<u>Defined</u>
Agency	Oxnard Community Development Commission Successor Agency
DOF	California Department of Finance
LRPMP	Long-Range Property Management Plan
CDC	Oxnard Community Development Commission
OB	Oversight Board
SA	Successor Agency
Merged Redevelopment Plan	Merged Downtown Renewal (R-108) and Central City Revitalization Project Area
Coastal Zone	Area under the authority of the California Coastal Commission pursuant to Division 20 of the Public Resources Code
General Plan	City of Oxnard 2030 General Plan. Adopted 10/18/2011

Oxnard Community Development Commission Successor Agency Long-Range Property Management Plan

Inventory of Successor Agency Owned Property

The parcels owned by the Successor Agency are addressed in groups based on their proximity to one another. The map below reflects these groupings and will serve as an index.



Indicated Parcels are currently under ownership of the Oxnard Parking Authority. 

Indicated Parcels are currently under ownership of the City of Oxnard. 

Parcel A - 1

Parcel A - 2

Parcel A - 3

Parcel A - 4



Group A

Parcels Located on the east side of South B Street and south of W. Third Street, across from City of Oxnard Civic Center

All parcels in Group A are proposed for transfer to the City of Oxnard for retention as governmental use as access to an existing City-owned public parking structure. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	202-0-094-155	Parcel ID No.	A - 1
Address	326 South B Street		
Lot Size	600 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	December 14, 1971		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$11,503 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access for public parking for transit and downtown businesses. Classed as Retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except for provision of access to existing parking structure providing free public parking for patrons of the Civic Center and downtown area. Parking structure also houses City Police Community Storefront Station and Oxnard Downtown Management District Safety Officers.			

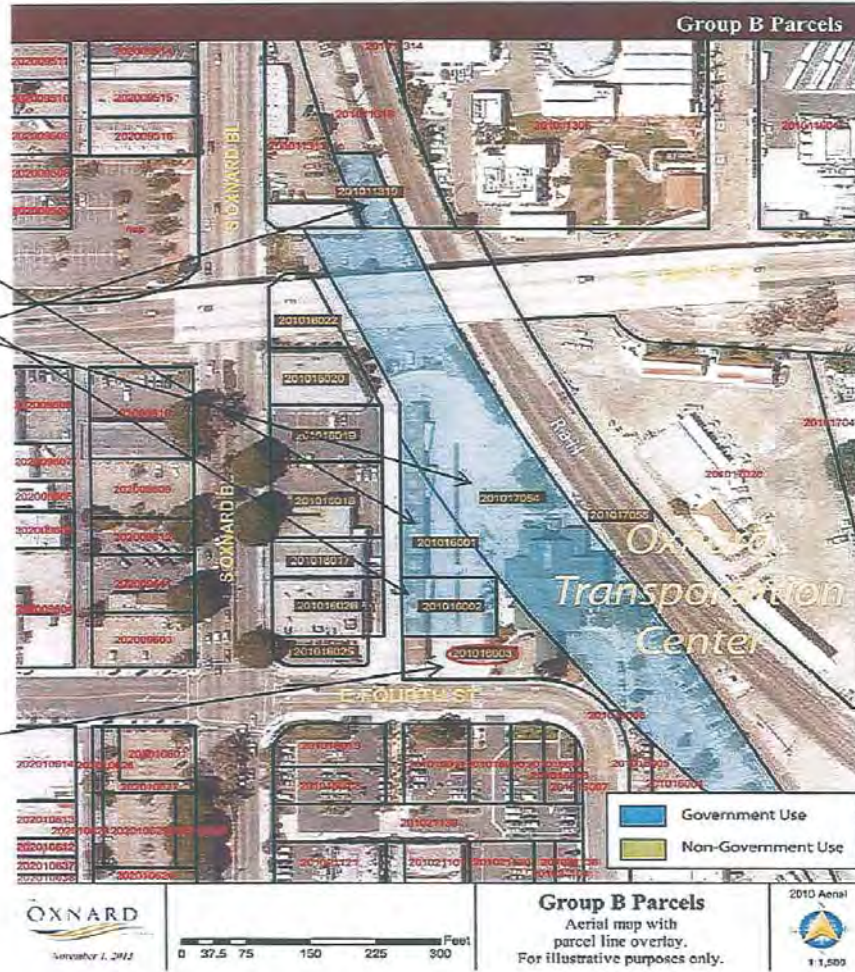
Assessor's Parcel No.	202-0-094-185	Parcel ID No.	A - 2
Address	No address assigned		
Lot Size	1,201 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	February 6, 1970		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$22,813 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access for public parking for transit and downtown businesses. Classed as Retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except for provision of access to existing parking structure providing free public parking for patrons of the Civic Center and downtown area. Parking structure also houses City Police Community Storefront Station and Oxnard Downtown Management District Safety Officers.			

Assessor's Parcel No.	202-0-094-205	Parcel ID No.	A - 3
Address	No address assigned		
Lot Size	1,201 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	October 31, 1968		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$22,827 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access for public parking for transit and downtown businesses. Classed as Retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except for provision of access to existing parking structure providing free public parking for patrons of the Civic Center and downtown area. Parking structure also houses City Police Community Storefront Station and Oxnard Downtown Management District Safety Officers.			

Assessor's Parcel No.	202-0-094-225	Parcel ID No.	A - 4
Address	No address assigned		
Lot Size	1,191 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	October 25, 1968		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$22,623 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access for public parking for transit and downtown businesses. Classed as Retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except for provision of access to existing parking structure providing free public parking for patrons of the Civic Center and downtown area. Parking structure also houses City Police Community Storefront Station and Oxnard Downtown Management District Safety Officers.			

- Parcel B - 1
- Parcel B - 2
- Parcel B - 3
- Parcel B - 4

Indicated Parcel is currently under ownership of the City of Oxnard.



Group B

Parcels are part of the existing Oxnard Transportation Center

Parcels in Group B include four properties that are in the middle of the Oxnard Transportation Center. They are integral to the Center's operation and proposed for retention as governmental use. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	201-0-160-010	Parcel ID No.	B - 1
Address	No address assigned		
Lot Size	10,000 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	April 16, 1987		
Value at Time of Acquisition	\$180,000		
Purpose for Acquisition	Development of Oxnard Transportation Center		
Estimated Current Value	\$192,709 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	In use as the main transportation center for the City of Oxnard		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City of Oxnard for continued use as transit center. Classed as retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Property is one of four parcels owned by the Agency that are currently in use as the Oxnard Transportation Center.			

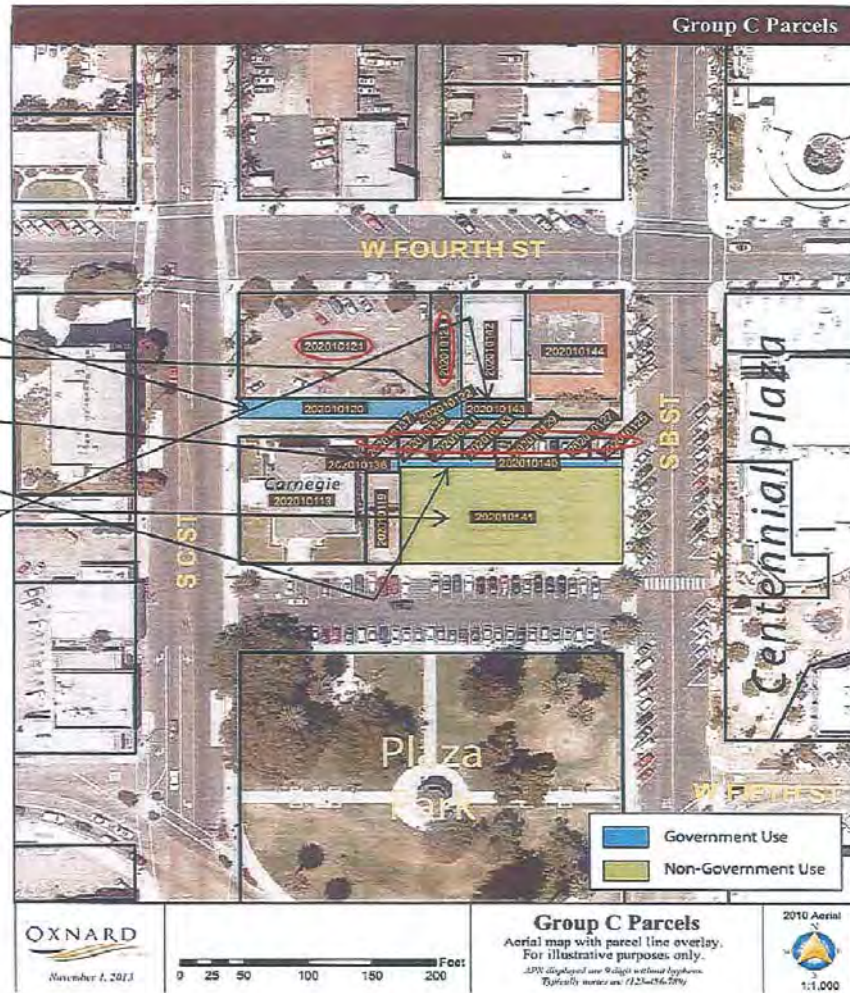
Assessor's Parcel No.	201-0-160-020	Parcel ID No.	B - 2
Address	No address assigned		
Lot Size	8,783 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	April 17, 1985		
Value at Time of Acquisition	\$650,000		
Purpose for Acquisition	Development of Oxnard Transportation Center		
Estimated Current Value	\$168,253 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	In use as the main transportation center for the City of Oxnard		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City of Oxnard for continued use as transit center. Classed as retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Property is one of four parcels owned by the Agency that are currently in use as the Oxnard Transportation Center.			

Assessor's Parcel No.	201-0-170-545	Parcel ID No. B - 3
Address	No address assigned	
Lot Size	104,622 sq.ft. (2.4 acres)	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	1986	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Development of Oxnard Transportation Center	
Estimated Current Value	\$820,997 (Estimate only. No appraisal has been done)	
Lease, Rental or other Revenues	No revenue is realized from this lot	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations	
History of Environmental Contamination	No evidence of environmental contamination on record	
Potential for Transit-Oriented Development	In use as the main transportation center for the City of Oxnard	
History of Development Activity or Proposals	None	
Disposition Category	Transfer to City of Oxnard for continued use as transit center. Classed as retention for governmental use per Health and Safety Code Section 34181(a)	
Notes: Property is one of four parcels owned by the Agency that are currently in use as the Oxnard Transportation Center. This parcel is presently shown on the tax rolls as owned by Redevelopment – Oxnard. Documentation of this ownership has not been confirmed. Additional research is under way.		

Assessor's Parcel No.	201-0-113-190	Parcel ID No. B - 4
Address	No address assigned	
Lot Size	4,465 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	1986	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Development of Oxnard Transportation Center	
Estimated Current Value	\$85,535 (Estimate only. No appraisal has been done)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	In use as the main transportation center for the City of Oxnard	
History of Development Activity or Proposals	None	
Disposition Category	Transfer to City of Oxnard for continued use as transit center. While the property is currently vacant, the attached Transportation Master Plan clearly identifies this property as part of the future improvements to the Oxnard Transportation Center. Classed as retention for governmental use per Health and Safety Code Section 34181(a)	
Notes: Property is one of four parcels owned by the Agency that are currently in use as the Oxnard Transportation Center. This parcel is presently shown on the tax rolls as owned by Redevelopment – Oxnard. Documentation of this ownership has not been confirmed. Additional research is under way.		

Indicated Parcels are currently under ownership of the Oxnard Parking Authority. 

- Parcel C - 1
- Parcel C - 2
- Parcel C - 3
- Parcel C - 4
- Parcel C - 5
- Parcel C - 6



Group C

Parcels Located North of Plaza Park, bordered by W. Fourth Street, South B and South C Streets

Parcels in Group C include small parcels associated with a public parking lot owned by Oxnard Parking Authority and a parcel and building formerly used by the U.S. Social Security Administration. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	202-0-101-205	Parcel ID No.	C - 1
Address	No address assigned		
Lot Size	2,544 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 24, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan		
Estimated Current Value	\$48,344 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	202-0-101-225	Parcel ID No.	C - 2
Address	No address assigned		
Lot Size	422 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	April 1, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan		
Estimated Current Value	\$8,024 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	202-0-101-360	Parcel ID No.	C - 3
Address	No address assigned		
Lot Size	312 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	Unknown		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$5,625 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	202-0-101-405	Parcel ID No.	C - 4
Address	No address assigned		
Lot Size	1,299 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 10, 1970		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$24,672 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	202-0-101-415	Parcel ID No.	C - 5
Address	425 South B Street		
Lot Size	14,560 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	8/8/2008		
Value at Time of Acquisition	\$2,050,000 (purchase price)		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$1,430,761 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Parcel has no potential for transit development		
History of Development Activity or Proposals	This property is divided into three leasable spaces. These spaces were leased but the building has been vacant since August 2012. Prior tenants include the Social Security Administration and Southern California Gas Company. There have been no formal development proposals approved or submitted to the City for this property but there have been inquiries on possible use by non-profit entities		
Disposition Category	Designated for sale		
Notes: The City of Oxnard may be interested in acquiring this property for uses including city offices, use by non-profit entities or sale for commercial/office uses. In this case, an agreement may be necessary whereby taxing entities receive their proportionate property tax shares associated with the property. The proportionate shares of property tax attributable to each taxing entity in the Successor Agency is shown in Exhibit G.			

Assessor's Parcel No.	202-0-101-435	Parcel ID No.	C - 6
Address	No address assigned		
Lot Size	855 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 10, 1970		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$24,672 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

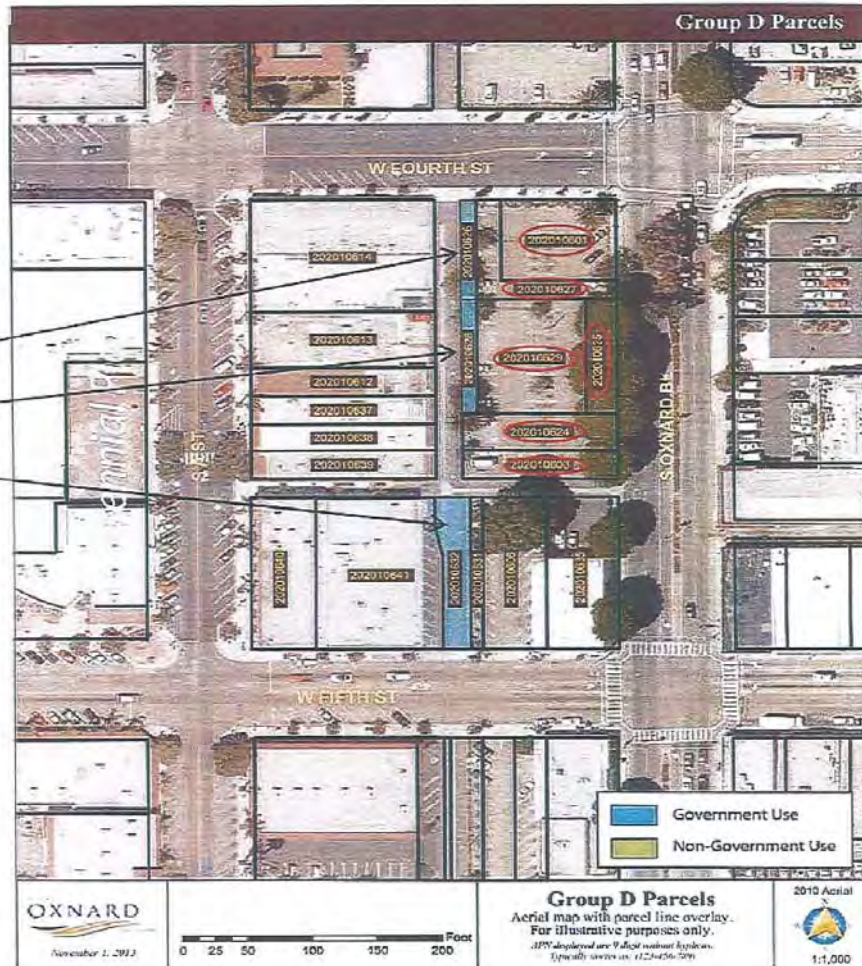
Indicated Parcels are currently under ownership of the Oxnard Parking Authority. 

Indicated Parcels are currently under ownership of the City of Oxnard. 

Parcel D - 1

Parcel D - 2

Parcel D - 3



Group D

Parcels Located in the block between South A Street and Oxnard Blvd. and South of W. Fourth Street

Parcels in Group D include two narrow strips of property adjacent to parcels used for a public parking lot and owned by the Parking Authority. All lots are proposed for retention for continued governmental use per Health & Safety Code Section 34181(a). All parcels are within the City's Downtown Strategic Plan.

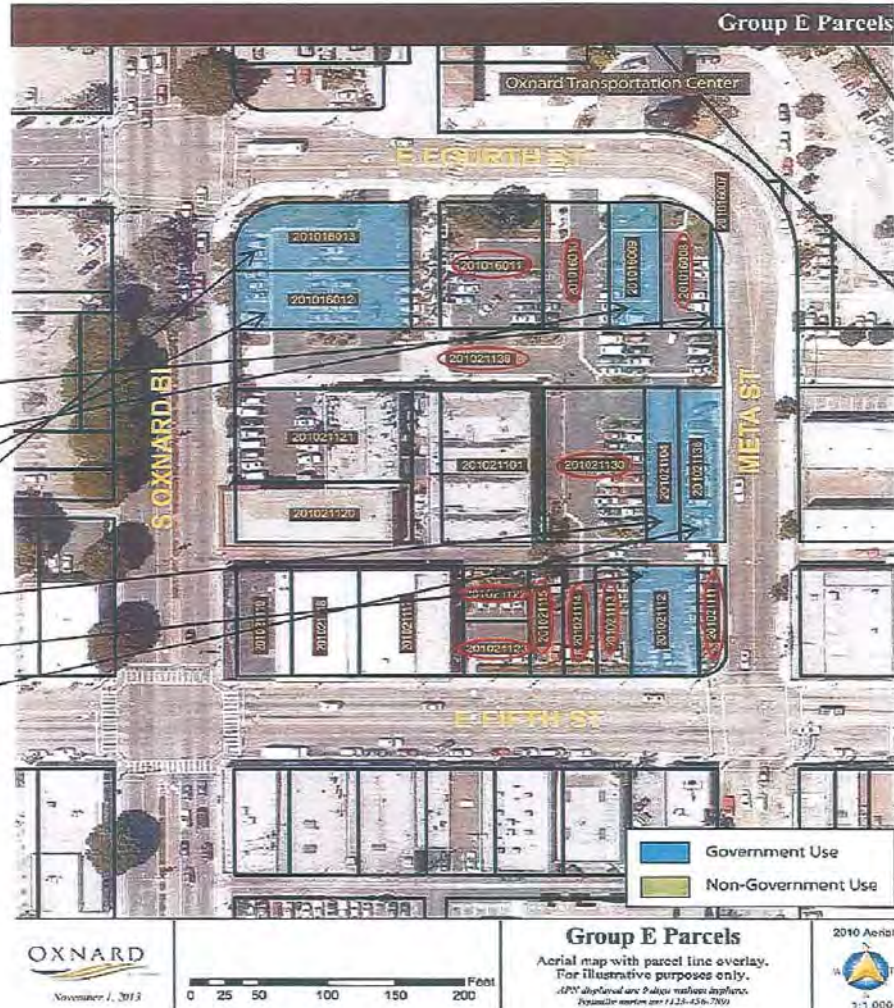
Assessor's Parcel No.	202-0-106-265	Parcel ID No.	D - 1
Address	No address assigned		
Lot Size	1,073 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 20,1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$20,390 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City of Oxnard for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Section 34181(a)		
Notes: Property is one of several adjacent parcels in use as a public parking lot. All other properties are owned by the Oxnard Parking Authority.			

Assessor's Parcel No.	202-0-106-285	Parcel ID No.	D - 2
Address	No address assigned		
Lot Size	1,207 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	February 14, 1972		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$22,931 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development.		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City of Oxnard for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Property is one of several adjacent parcels in use as a public parking lot. All other properties are owned by the Oxnard Parking Authority.			

Assessor's Parcel No.	202-0-106-320	Parcel ID No.	D - 3
Address	No address assigned		
Lot Size	2,918 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	Unknown		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$59,889 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot makes up a portion of public right of way that provides access to public parking.		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City of Oxnard for continued use as access to public right of way providing access to parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Property provides continuation of existing City right of way access to public parking areas. Parcel is adjacent to City owned rights of way and parcels owned by the Oxnard Parking Authority.			

Indicated Parcels are currently owned by the City of Oxnard and are in use as parking for the benefit of the patrons of the Oxnard Transportation Center located across E. Fourth Street from these parcels. 

- Parcel E - 1
- Parcel E - 2
- Parcel E - 3
- Parcel E - 4
- Parcel E - 5
- Parcel E - 6
- Parcel E - 7



Group E

Parcels Located Across Fourth Street from Oxnard Transportation Center

All parcels in Group E are proposed for transfer to the City of Oxnard for their continued use as portions of existing public parking facilities that support activities connected with the Oxnard Transportation Center. All parcels are proposed for retention for continued governmental use per Health & Safety Code Section 34181(a). All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	201-0-160-070	Parcel ID No.	E - 1
Address	157 Enterprise St.		
Lot Size	650 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 9, 1984		
Value at Time of Acquisition	\$55,000		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$12,352 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	201-0-160-090	Parcel ID No.	E - 2
Address	147 Enterprise St.		
Lot Size	4,059 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	May 7, 1984		
Value at Time of Acquisition	\$110,000		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$77,127 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	201-0-160-120	Parcel ID No.	E - 3
Address	400 S. Oxnard Blvd.		
Lot Size	6,447 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	November 20, 1981		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$122,497 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	201-0-160-130	Parcel ID No.	E-4
Address	No address assigned		
Lot Size	7,145 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	November 20, 1981		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$135,757 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

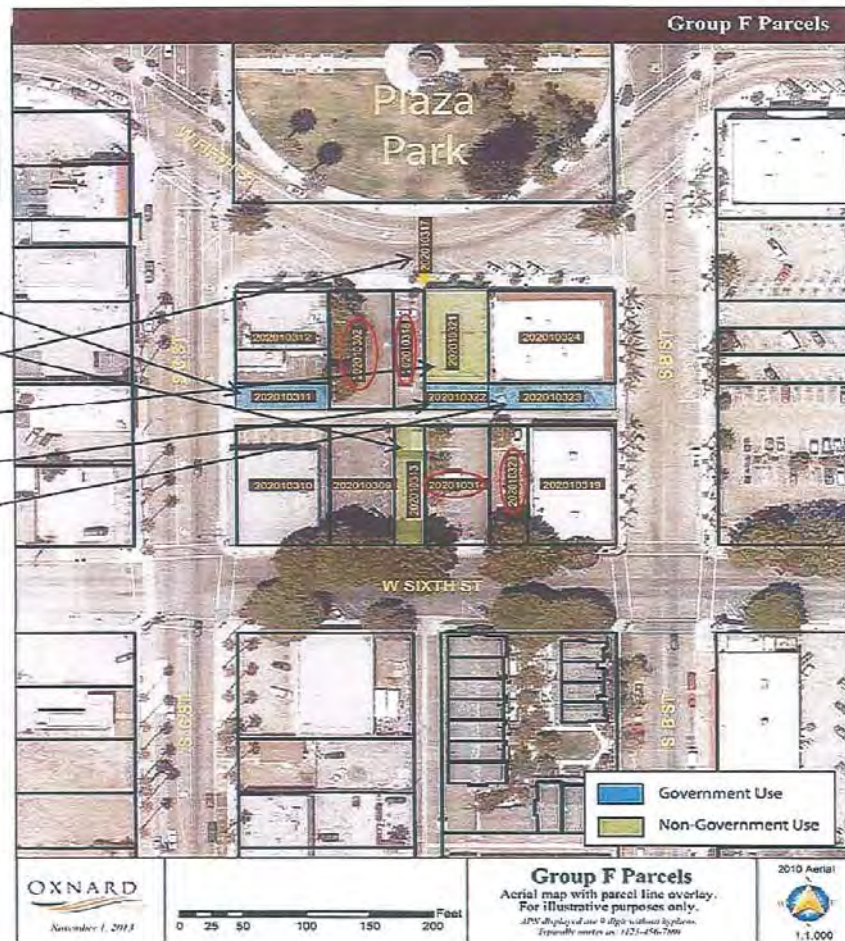
Assessor's Parcel No.	201-0-211-040	Parcel ID No.	E- 5
Address	No address assigned		
Lot Size	3,250 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	October 11, 1984		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$61,752 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	201-0-211-120	Parcel ID No.	E-6
Address	159 E. Fifth Street		
Lot Size	4,782 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 20, 1986		
Value at Time of Acquisition	\$70,000		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$90,862 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, Transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Parcel has no practical use or value except in association with existing public parking area.			

Assessor's Parcel No.	201-0-211-360	Parcel ID No. E -7
Address	No address assigned	
Lot Size	4,288 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	November 4, 1985	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.	
Estimated Current Value	\$81,476 (Estimate only. No appraisal has been done)	
Lease, Rental or other Revenues	No revenue is realized from this lot	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations	
History of Environmental Contamination	No evidence of environmental contamination on record	
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development	
History of Development Activity or Proposals	None	
Disposition Category	With the passage of SB 107, transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)	
Notes: Parcel has no practical use or value except in association with existing public parking area.		

Indicated Parcels are currently under ownership of the Oxnard Parking Authority. 

- Parcel F - 1
- Parcel F - 2
- Parcel F - 3
- Parcel F - 4
- Parcel F - 5
- Parcel F - 6



Group F

Parcels Located South of Plaza Park between South B Street and South C Street

Parcels in Group F include two commercial buildings designated for sale and four roadway access parcels proposed for transfer to City of Oxnard. In 2010, the CDC owned parcels along with adjacent, privately owned parcels were appraised to evaluation their potential for consolidation into a more developable configuration. Two (F-2 and F-4) of the privately owned parcels were subsequently purchased by the CDC. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	202-0-103-115	Parcel ID No.	F - 1
Address	No address assigned		
Lot Size	1,846 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	January 3, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$35,065 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development.		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City of Oxnard for continued use as access to public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: This parcel provides vehicular access to the rear of properties fronting on W. Fifth Street and W. Sixth Street. No commercial value.			

Assessor's Parcel No.	202-0-103-130	Parcel ID No.	F - 2
Address	321 W. Sixth Street		
Lot Size	2,611 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	9/21/2010		
Value at Time of Acquisition	\$289,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$224,000 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is occupied by a 2,000 sq. ft. building that is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Property is a small single story commercial building formerly used as the location of Elizabeth's Furniture.			

Assessor's Parcel No.	202-0-103-175	Parcel ID No.	F - 3
Address	No address assigned		
Lot Size	96 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	March 20, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$1,820 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City of Oxnard for continued use as public right of way to parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: This parcel provides vehicular access to the rear of properties fronting on W. Fifth Street and W. Sixth Street. No commercial value.			

Assessor's Parcel No.	202-0-103-210	Parcel ID No.	F – 4
Address	318 W. Fifth Street		
Lot Size	4,224 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	July 22, 2010		
Value at Time of Acquisition	\$705,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$448,000 (Estimate pursuant to Appraisal.		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Requirements for Disposition of Sale Proceeds	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is occupied by a 4,000 sq. ft. building that is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Property was formerly occupied by Plaza Laundromat. It was acquired for purposes of redevelopment purposes.			

Assessor's Parcel No.	202-0-103-225	Parcel ID No. F - 5
Address	No address assigned	
Lot Size	1,251 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	August 15, 1973	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.	
Estimated Current Value	\$23,763 (Estimate only. No appraisal has been done)	
Lease, Rental or other Revenues	No revenue is realized from this lot.	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development.	
History of Development Activity or Proposals	None	
Disposition Category	With the passage of SB 107, transfer to City of Oxnard for continued use as public right of way to parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)	
Notes: This parcel provides vehicular access to the rear of properties fronting on W. Fifth Street and W. Sixth Street. No commercial value.		

Assessor's Parcel No.	202-0-103-235	Parcel ID No. F - 6
Address	No address assigned	
Lot Size	2,509 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	February 28, 1972	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan	
Estimated Current Value	\$47,675 (Estimate only. No appraisal has been done)	
Lease, Rental or other Revenues	No revenue is realized from this lot	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations	
History of Environmental Contamination	No evidence of environmental contamination on record	
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit development	
History of Development Activity or Proposals	None	
Disposition Category	With the passage of SB 107, transfer to City of Oxnard for continued use as public right of way to parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)	
Notes: This parcel provides vehicular access to the rear of properties fronting on W. Fifth Street and W. Sixth Street. No commercial value.		

Parcel G - 1
Parcel G - 2
Parcel G - 3
Parcel G - 4
Parcel G - 5
Parcel G - 6
Parcel G - 7



Group G

Parcels Located East of Plaza Park between South B Street and South A Street and South of W. Fifth Street

Parcels in Group G include parcel designated for parking, one designated for pedestrian access and five roadway access parcels. All are proposed to be retained for continued governmental use by the City of Oxnard. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	202-0-105-120	Parcel ID No.	G - 1
Address	538 South B Street		
Lot Size	3,510 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	August 28, 1981		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$66,685 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City of Oxnard for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Section 34181(a)		
Notes: Property is one of several adjacent parcels in use as a public parking lot. All other properties are owned by the Oxnard Parking Authority.			

Assessor's Parcel No.	202-0-105-170	Parcel ID No.	G - 2
Address	No address assigned		
Lot Size	1,800 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	Unknown		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$33,903 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as right of way access for transit and downtown business parking. Classed as Retention for governmental use per Section 34181(a)		
Notes: Property is one of five owned by the Successor Agency that are used as right of way for rear access to properties in this block.			

Assessor's Parcel No.	202-0-105-195	Parcel ID No.	G - 3
Address	No address assigned		
Lot Size	297 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	October 23, 1968		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$5,639 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as right of way access for transit and downtown business parking. Classed as Retention for governmental use per Section 34181(a)		
Notes: Property is one of five owned by the Successor Agency that are used as right of way for rear access to properties in this block.			

Assessor's Parcel No.	202-0-105-210	Parcel ID No.	G - 4
Address	No address assigned		
Lot Size	306 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	August 15, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$5,816 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as right of way access for transit and downtown business parking. Classed as Retention for governmental use per Section 34181(a)		
Notes: Property is one of five owned by the Successor Agency that are used as right of way for rear access to properties in this block.			

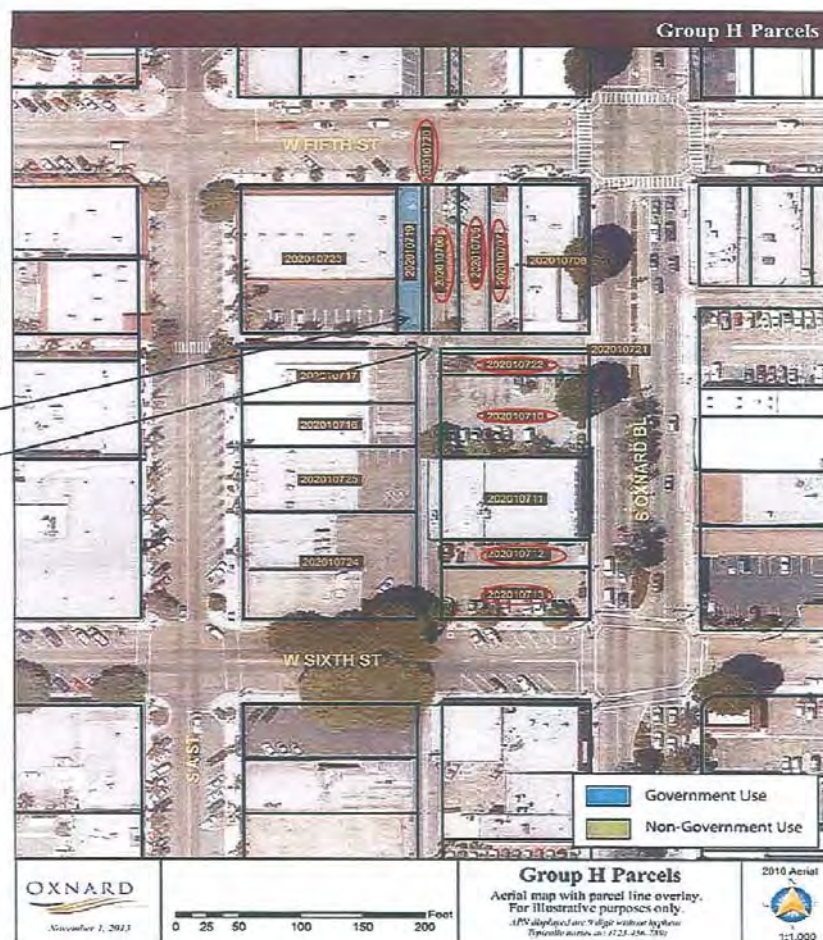
Assessor's Parcel No.	202-0-105-235	Parcel ID No.	G - 5
Address	No address assigned		
Lot Size	900 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	June 2, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$17,107 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as right of way access for transit and downtown business parking. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Property is one of five owned by the Successor Agency that are used as right of way for rear access to properties in this block.			

Assessor's Parcel No.	202-0-105-260	Parcel ID No.	G - 6
Address	No address assigned		
Lot Size	1,193 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	May 29, 1973		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$22,676 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as right of way access for transit and downtown business parking. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Property is one of five owned by the Successor Agency that are used as right of way for rear access to properties in this block.			

Assessor's Parcel No.	202-0-105-305	Parcel ID No.	G - 7
Address	No address assigned		
Lot Size	3,436 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	February 3, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$65,288 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	Lot provides pedestrian access to a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development.		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as pedestrian access to transit and downtown business parking. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		

Notes: Property consists of a breezeway between businesses that links the public parking fronting on South B Street to a cross walk on South A Street. Ownership of this property insures continued access to the parking lot for patrons of businesses fronting South A Street. Property has no commercial value.

Parcel H - 2



Group H

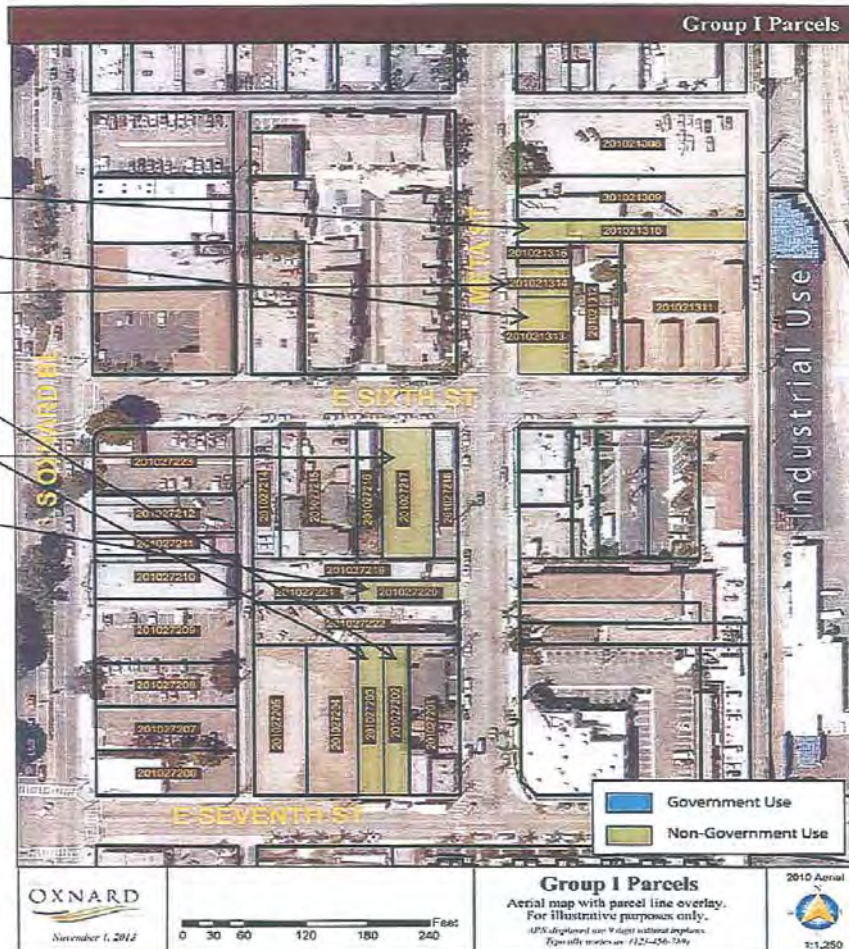
Parcels Located in the block between South A Street and Oxnard Blvd. and South of W. Fifth Street

Parcels in Group H include two narrow strips of property adjacent to City right of way and to public parking lot owned by the Parking Authority. Both parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	202-0-107-195	Parcel ID No.	H - 1
Address	No address assigned		
Lot Size	2,786 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	April 25, 1970		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$52,928 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as public right of way to parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Property provides continuation of existing City right of way access to public parking areas. Parcel is adjacent to City owned rights of way and parcels owned by the Oxnard Parking Authority.			

Assessor's Parcel No.	202-0-107-215	Parcel ID No.	H - 2
Address	No address assigned		
Lot Size	600 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	April 1, 1969		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Consolidation and expansion of public parking per Merged Redevelopment Plan.		
Estimated Current Value	\$11,400 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	Lot is part of a parking facility located within ¼ mile of Oxnard Transportation Center and augments parking for that transit-oriented development		
History of Development Activity or Proposals	None		
Disposition Category	With the passage of SB 107, transfer to City for continued use as public parking for transit and downtown businesses. Classed as Retention for governmental use per Health & Safety Code Section 34181(a)		
Notes: Property is a narrow strip of land adjacent to properties that are owned by the Oxnard Parking Authority and in use as public parking.			

- Parcel I - 1
- Parcel I - 2
- Parcel I - 3
- Parcel I - 4
- Parcel I - 5
- Parcel I - 6
- Parcel I - 7



Group I

Parcels Located Near Meta Street Intersections with Sixth Street and Seventh Street

Parcels in Group I are vacant parcels and are designated for sale. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	201-0-213-100	Parcel ID No.	I - 1
Address	538 South Meta Street		
Lot Size	5,628 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	May 18, 1990		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$28,140 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

Assessor's Parcel No.	201-0-213-130	Parcel ID No.	I - 2
Address	No address assigned		
Lot Size	4,513 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	December 30, 1986		
Value at Time of Acquisition	\$18,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$90,260 (Estimate pursuant to a Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

Assessor's Parcel No.	201-0-213-140	Parcel ID No.	I - 3
Address	544 Meta Street		
Lot Size	1,825 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	November 15, 1990		
Value at Time of Acquisition	\$23,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$36,500 (Estimate pursuant to a Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

Assessor's Parcel No.	201-0-272-020	Parcel ID No.	I - 4
Address	544 Meta Street		
Lot Size	4,299 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	October 4, 1988		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$42,990 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

Assessor's Parcel No.	201-0-272-030	Parcel ID No.	I - 5
Address	No address assigned		
Lot Size	4,299 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	December 30, 1986		
Value at Time of Acquisition	\$16,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$42,990 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

Assessor's Parcel No.	201-0-272-170	Parcel ID No.	I - 6
Address	144 E. Sixth Street		
Lot Size	7,404 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	December 30, 1986		
Value at Time of Acquisition	\$32,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$111,060 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

Assessor's Parcel No.	201-0-272-200	Parcel ID No.	I - 7
Address	No address assigned		
Lot Size	2,465 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	January 5, 1989		
Value at Time of Acquisition	\$25,000		
Purpose for Acquisition	Downtown revitalization per Merged Redevelopment Plan		
Estimated Current Value	\$12,325 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	No revenue is realized from this lot.		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations.		
History of Environmental Contamination	No evidence of environmental contamination on record.		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is vacant.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel was acquired by CDC pursuant to the Merged Redevelopment Plan and existing buildings were demolished. Lot is vacant.			

- Parcel J - 1
- Parcel J - 2
- Parcel J - 3
- Parcel J - 4



Group J

Parcels Located Within Heritage Square. Site is south of W. Seventh Street between South B and South A Streets

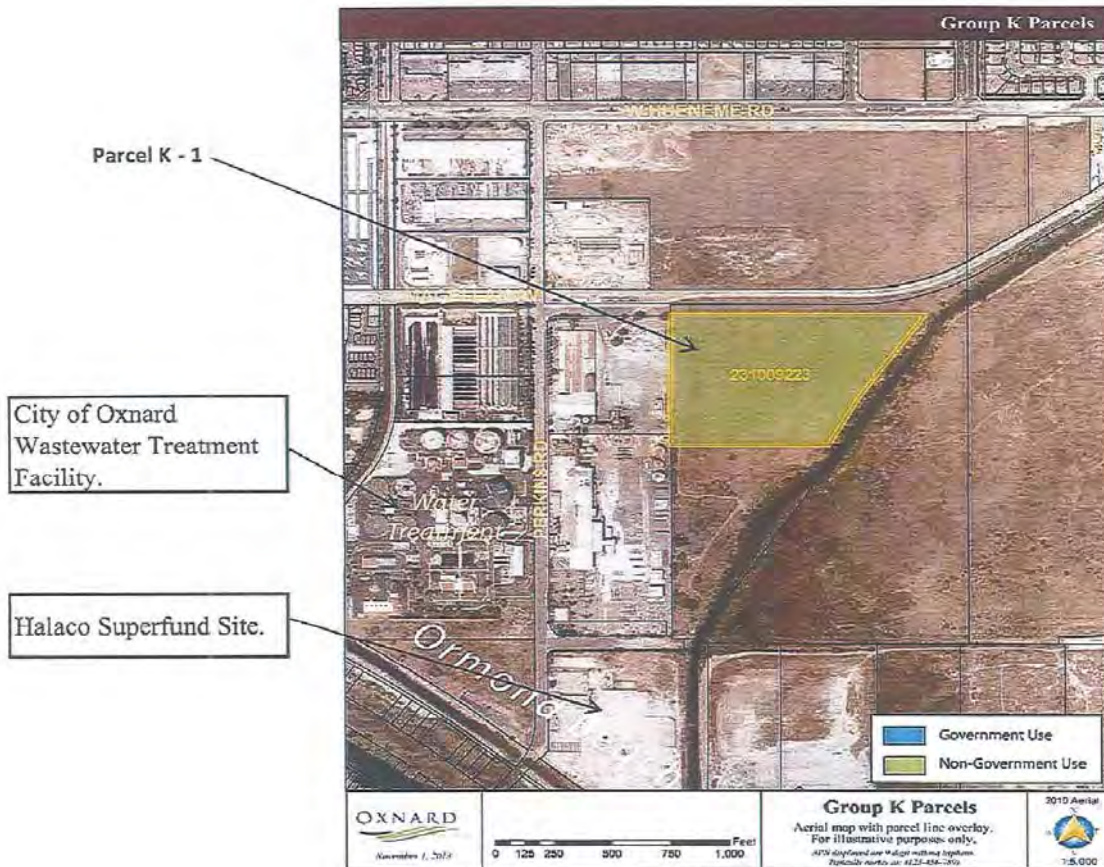
Parcels in Group J include 4 properties in use within the City of Oxnard's Heritage Square. This is an area of preserved Victorian homes and buildings. Heritage Square includes restaurants, shops and historical displays. Entertainment and event venues provide a vital downtown activity center. All parcels are included within the City's Downtown Strategic Plan.

Assessor's Parcel No.	202-0-144-220	Parcel ID No.	J - 1
Address	720 South B Street		
Lot Size	720 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	9/25/1987		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Development of Heritage Square		
Estimated Current Value	\$70,000 (Estimate pursuant to Broker Opinion of Value)		
Lease, Rental or other Revenues	Property is currently rented to a notary who pays \$241/month		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations for distribution of lease revenue		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	Lot is occupied by a 640 sq. ft. building that is leased for use by a notary		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		
Notes: Parcel is occupied by a small building and is rented.			

Assessor's Parcel No.	202-0-144-240	Parcel ID No.	J - 2
Address	715 South A Street		
Lot Size	505 sq.ft.		
Zoning	Central Business District (See Central Business District Zoning, Appendix B)		
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)		
Date of Acquisition	September 13, 1991		
Value at Time of Acquisition	Unknown		
Purpose for Acquisition	Development of Heritage Square		
Estimated Current Value	\$44,421 (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	Lot generates no lease or rental revenue		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations for distribution of lease revenue		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	None		
Disposition Category	Transfer to City for retention as continued governmental use as City office. This building has housed a city employee well before the dissolution of the redevelopment agency and continues to use the space as an extension of City Hall for a local presence in Heritage Square. Classed as Retention for governmental use per Health and Safety Code Section 34181(a)		
Notes: Parcel is in use as an office for the Heritage Square event coordinator and docents. Transfer to City would allow this activity to continue			

Assessor's Parcel No.	202-0-144-280	Parcel ID No. J - 3
Address	731 South A Street	
Lot Size	2,559 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	September 25, 1987	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Development of Heritage Square.	
Estimated Current Value	\$225,188 (Estimate only. No appraisal has been done)	
Lease, Rental or other Revenues	Property is operated in conjunction with the Heritage Square Property Owners Association. The City & Successor Agency jointly fund operational costs. Facility rental fees that do not cover operational expenses. Summer concert revenues produced net profit of \$10,543	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations for distribution of lease revenue	
History of Environmental Contamination	No evidence of environmental contamination on record	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	None	
Disposition Category	Transfer to City for retention and continued governmental use as recreation event venue. The City has used this building for public recreational space since its acquisition and continues to utilize the space for public events only. Classed as Retention for governmental use per Health and Safety Code Section 34181(a)	
Notes: Parcel contains a former church used for meetings and other events on a fee basis. Proposed for continued City use.		

Assessor's Parcel No.	202-0-144-270	Parcel ID No. J - 4
Address	740 South B Street (McGrath House)	
Lot Size	2,435 sq.ft.	
Zoning	Central Business District (See Central Business District Zoning, Appendix B)	
General Plan Land Use	Central Business District (See General Plan Land Use, Appendix E)	
Date of Acquisition	September 25, 1987	
Value at Time of Acquisition	Unknown	
Purpose for Acquisition	Development of Heritage Square	
Estimated Current Value	\$370,000 (Estimate pursuant to Broker Opinion of Value)	
Lease, Rental or other Revenues	Lease revenue includes a base rental per month of \$3,585 plus 10% of food and beverage sales from catering operations. Lessee is currently in arrears with lease payments. Tenant is now on a month to month lease	
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations for distribution of lease revenue.	
History of Environmental Contamination	No evidence of environmental contamination on record.	
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development	
History of Development Activity or Proposals	None	
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.	



Group K

Parcel Located of the south side of Magellan Avenue and east of Perkins Road

Parcel in Group K is vacant land that is designated for sale.

Assessor's Parcel No.	231-0-092-235	Parcel ID No.	K - 1
Address	No address assigned		
Lot Size	568,894 sq.ft. (13.06 acres)		
Zoning	Coastal Dependent Industry (See Coastal Dependent Industry Zoning, Appendix C)		
General Plan Land Use	Resource Protection (Parcel is located within the Coastal Zone). General Plan designation is subject to Coastal Commission approval. (See General Plan Land Use, Appendix E)		
Date of Acquisition	8/4/2005		
Value at Time of Acquisition	\$612,417 (Estimated at \$47,109/acre purchase price of surrounding property by Coastal Conservancy)		
Purpose for Acquisition	This parcel was part of a 309 acre purchase of land near Ormond Beach that was made jointly by Metropolitan Water District and the Oxnard Community Development Commission in 1998. In 2005, 276 acres was sold to the Coastal Conservancy for open space, habitat and wetlands restoration. The Community Development Commission retained 13 acres for possible use as a site for tertiary water treatment or other municipal purposes..		
Estimated Current Value	\$568,894 (estimated). In 2005 the Coastal Conservancy purchased 276 adjacent acres for \$13,002,000 (\$47,109/acre). Market value of the site given the General Plan, Coastal Commission and zoning restrictions may be greater or less than the price per acre paid by the Coastal Conservancy in 2005. (Estimate only. No appraisal has been done)		
Lease, Rental or other Revenues	No revenue is realized from this lot		
Contractual Obligations for Lease, Rental or other Revenues	Lot not subject to any contractual obligations		
History of Environmental Contamination	No evidence of environmental contamination on record		
Potential for Transit-Oriented Development	This parcel has no potential for transit-oriented development		
History of Development Activity or Proposals	The City's Public Works Department has expressed interest in retaining this parcel for inclusion in its Groundwater Recovery Enhancement and Treatment (GREAT) Program. This program would expand the City's ability to treat storm water run-off using wetlands treatment methods. The recently adopted General Plan envisions use only for environmental protection and habitat restoration. See additional information below.		
Disposition Category	Property will be listed For Sale and sold for an amount identified in an appraisal or Broker Opinion of Value. Proceeds from sale will be transferred to the CAC for distribution to the affected taxing entities.		

Notes: This property has limited commercial value due to its location within the Coastal Zone and its proximity to the Halaco Superfund site. It is proximate to the City's waste water treatment facility at 6001 Perkins Road. While the property is zoned for Coastal Dependent Industry, the General Plan land use designation adopted by the City in 2011 is Resource Protection. This General Plan land use designation limits the uses of the site to wetlands restoration. Despite the zoning designation that would appear to allow certain uses, the General Plan Land Use designation would mandate denial of any proposed development under this zoning designation. There is possible interest in acquisition of this property by the City's Public Works Department. If this occurs, an agreement with other taxing entities may be required for distribution of purchase proceeds. See taxing entity share percentages shown in Appendix G.

Development Proposals/History:

The 2030 General Plan and the 1982 Costal Plan (Revised May 2002) indicate the property is designated as wetlands. The property was not included in the Draft Ormond Beach Specific Plan. There never was an adopted Ormond Beach Specific Plan as had been indicated on Exhibit A of the OCDC/Ormond Beach Company Exclusive Negotiating Agreement.

The November 3, 2005 memorandum from the Community Development Department to the Finance Department confirms the sale of the 296 acres to the Nature Conservancy.

A December4, 2004 staff report discusses:

- 1) OCDC and MWD each selling their 50% interest in 296 acres to the Nature Conservancy and the OCDC purchase of the MWD's 50% interest in 13 acres of the total site of 309 acres.
- 2) Sale of 296 acres for \$47,000 an acre to the Nature Conservancy for the purposes of preserving plants, animals and nature communities by protecting the land and waters they need to survive.

A March4, 2003 OCDC letter to the Municipal Water District (MWD) discusses selling the majority of the 309 acres to the State Coastal Conservancy for wetlands restoration.

A July 8, 1998 staff report discusses the City/CDC entering into an MOU with the Metropolitan Water District to purchase 309 acres from NHM for \$10.2 million.

A June 11, 1998 staff report discusses the City/Agency(ORA)/OCDC exercising a first right of refusal to acquire 214 Ormond Beach acres from NM Homes Two, Inc. which is a portion of the 309 acres NM had agreed to sell to the MWD. The report states that the 2020 General Plan establishes policies for this area that includes future land uses, resource protection and environmental protection.

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AMENDING THE LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 AND ADOPTED ON NOVEMBER 5, 2013

WHEREAS, the Oxnard Community Development Commission (the “CDC”) was a redevelopment agency in the City of Oxnard (the “City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”); and

WHEREAS, the City Council of the City adopted redevelopment plans for the City’s redevelopment project areas, and from time to time, the City Council amended such redevelopment plans; and

WHEREAS, the CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the CDC upon the dissolution of the CDC under AB 26 (the “Successor Agency”); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 (“AB 1484”). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down

process of former redevelopment agencies, including the preparation of a Long-Range Property Management Plan (AB 26, as amended by AB 1484, is hereinafter referred to as the "Dissolution Act"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "Oversight Board"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.5(b) of the Dissolution Act, once the California Department of Finance ("DOF") issues a Finding of Completion to the Successor Agency pursuant to California Health and Safety Code Section 34179.7 of the Dissolution Act, the Successor Agency shall prepare a Long-Range Property Management Plan (the "Plan") that addresses the disposition and use of certain real properties of the former CDC. The Plan shall be submitted to the Oversight Board and the DOF for approval no later than 6 months following the issuance of the Finding of Completion to the Successor Agency; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.5(a) of the Dissolution Act, upon the issuance of the Finding of Completion to the Successor Agency, a Community Redevelopment Property Trust Fund (the "Trust") will be established to serve as the repository of the former CDC's real properties identified in the Due Diligence Reviews ("DDR's") by California Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act (in accordance with Procedure 7 of the DOF Guidelines for preparation of the DDRs). The Trust shall be administered by the Successor Agency; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.4(a) of the Dissolution Act, upon the approval of the Plan by the DOF, all real property and interests in real property identified in the DDRs by California Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act (in accordance with Procedure 7 of the DOF Guidelines for preparation of the DDRs) shall be transferred to the Trust, unless such a property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, California Health and Safety Code Section 34191.5(c) of the Dissolution Act requires that the Plan (1) include an inventory of all properties in the Trust, which inventory shall consist of specific information relating to each such property including, without limitation, the date of and purpose for acquisition, value of property, applicable zoning, any property revenues and contractual requirements for disposition of same, history of environmental issues and any related studies and remediation efforts, potential for transit-oriented development and advancement of planning objectives of the Successor Agency, and history of previous development proposals and activity; and (2) address the use or disposition of all properties in the Trust, including the retention of such property for governmental use pursuant to California Health and Safety Code Section 34181(a) of the Dissolution Act, the retention of such property for future development, the sale of such property, or the use of such property to fulfill an enforceable obligation; and

WHEREAS, the Plan was presented to the Successor Agency for review and approval; and

WHEREAS, the Plan includes 51 real properties ("Properties") that were identified or fit within the criteria for inclusion in the Non-Housing DDR by California Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act (in accordance with Procedure 7 of the DOF Guidelines for preparation of the DDRs). These Properties are all located in the County of Ventura, State of California, are described in detail in the Plan and are designated under 1 of 4 categories: (i) Properties to be retained for governmental use; (ii) Properties to be retained for future development; (iii) Properties to be sold; and (iv) Properties to be used to fulfill enforceable obligations; and

WHEREAS, for each of the Properties, the Plan includes all of the information required by California Health and Safety Code Section 34191.5(c) of the Dissolution Act; and

WHEREAS, on November 5, 2013, the Successor Agency adopted Resolution No. 12, by which the Successor Agency approved the Plan; and

WHEREAS, on November 21, 2013, the Oversight Board adopted Resolution No. 33, by which the Oversight Board approved the Plan; and

WHEREAS, the Plan was submitted to the DOF for final approval; and

WHEREAS, the DOF requested that certain changes be made to the submitted Plan; and

WHEREAS, the Successor Agency desires to amend the Plan in order to address the request of the DOF and in order to make other desired changes and updates to the Plan; and

WHEREAS, the Successor Agency has prepared a proposed amended Plan (the "Amended Plan"); and

WHEREAS, the proposed Amended Plan is attached to the Staff Report and is presented to the Successor Agency for review and approval; and

WHEREAS, if the Amended Plan is approved by the Successor Agency, then the Amended Plan shall thereafter be submitted to the Oversight Board for review and approval, pursuant to California Health and Safety Code Section 34191.5(b). In this regard, California Health and Safety Code Section 34180(j) of the Dissolution Act requires the Successor Agency to also submit a copy of the Amended Plan to the Ventura County Administrative Officer, the Ventura County Auditor-Controller, and the DOF at the same time that the Successor Agency submits the Amended Plan to the Oversight Board for approval; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.3 of the Dissolution Act, once the Amended Plan is approved by the DOF pursuant to California Health and Safety Code Section 34191.5(b) of the Dissolution Act, the Amended Plan shall govern, and supersede all other provisions of the Dissolution Act relating to, the disposition and use of the Properties; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA

Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of AB 26 or AB 1484, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of AB 26 or AB 1484, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 3. The Successor Agency hereby approves the Amended Plan, substantially in the form attached to the Staff Report.

Section 4. The Executive Director, or designee, of the Successor Agency is hereby authorized and directed to: (i) provide the Amended Plan to the Oversight Board for review and approval and concurrently submit a copy of the Amended Plan to the Ventura County Administrative Officer, the Ventura County Auditor-Controller, and the DOF; (ii) submit the Amended Plan, as approved by the Oversight Board, to the DOF (electronically, in PDF format) and the Ventura County Auditor-Controller; (iii) post a copy of the Amended Plan, as approved by the Oversight Board, on the Successor Agency’s Internet website; (iv) revise the Amended Plan and make such changes and amendments as necessary, before official submittal of the Amended Plan to the DOF, in order to complete the Amended Plan in the manner provided by the DOF and to conform the Amended Plan to the form or format as prescribed by the DOF; (v) make non-substantive changes and amendments to the Amended Plan deemed necessary and as approved by the Executive Director of the Successor Agency and its legal counsel; and (vi) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 5. The staff of the Successor Agency is hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

Section 6. The Successor Agency determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Resolution No. _____
Page 6

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

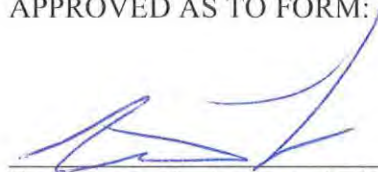
ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim Successor Agency Counsel



Meeting Date: 10/20/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Joseph Lillio, Finance

Agenda Item No. L-3Reviewed By: City Manager GM City Attorney JB Finance FL Other (Specify) _____

DATE: October 20, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office GM

SUBJECT: Review of Proposed New Internal Audit Program and Request for Proposal (RFP)

RECOMMENDATION

That City Council

1. Review and approve the proposed Internal Audit Program Charter;
2. Review and approve the proposed Request For Proposals for Internal Audit Program services.

DISCUSSION

On October 8, 2015, the Fiscal Policy Task Force met to discuss the Internal Audit Program Charter and "Scope of Services" found in the Internal Audit Program Request for Proposal. At this meeting, the Task Force received various public comments, including questions about communication protocols for this new program, reporting relationships, etc. One of the questions that emerged during public comments at the Task Force Meeting included why the "Scope of Services" called for performance audits on two programs (e.g. City Corp and Performing Arts & Conference Center) in the initial Audit Work Plan. Staff referred to the criteria in the Internal Audit Program Charter as the primary basis for looking at these two program e.g. level of concern by the City Council or City Manager, significant independence from City internal controls, size of programs or budgets and quality of internal controls.

It was mentioned that \$1.9 million of City funds (\$1 million General Fund) flow through these programs on an annual basis while they were relatively independent of the City management structure. It should also be mentioned these programs were called out as suggested Internal Audit candidates in the independent assessment report and in the 128 recommendations brought to Council as part of the Implementation Action Plan. There was some concern from one public comment that the City might be "tying the auditor's hands" by not allowing them to decide what programs to audit. Staff responded by explaining that the Internal Auditor and Council will have the opportunity to decide what programs to audit, but wanted to address certain programs immediately while they develop other recommendations.

Review of Proposed New Internal Audit Program and Request for Proposal (RFP)

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On October 15, 2015, the Fiscal Policy Task Force met for a second time to formally approve their recommended action to Council on this matter. Given the publishing deadline for the Council Agenda, a verbal report will be provided at the October 20th Council meeting.

Background

As you know, the organizational assessment completed earlier this year recommended the City create a new Internal Audit program. This recommendation was largely drawn from the various findings and recommendations by the two firms that completed the assessment. The comprehensive plan to effectuate the long list of recommendations, the Implementation Action Plan (IAP), was approved by the City Council on July 21, 2015, which included the provision of Internal Audit Program services via a contracted model. The consultants felt it was important to provide a truly independent resource that was not tethered to the organization culture. It also provides for additional capacity in the “front end” to accomplish high priority projects. It also provides for future cost control by having the flexibility in picking and choosing our costs from a menu of services each year. The staff report for the IAP also recommended that the former City Council Fiscal Policy Task Force expand its role and be the City Council’s representative in overseeing the fledgling Internal Audit program.

As a first step, staff recommended the Council Committee convene its first meeting “...to 1) review and approve a Request for Proposals for the selection of the City’s first Internal Auditor and 2) review and approve program guidelines for the new internal audit program.” Both the guidelines and the eventual selection of the firm would come back to the full Council for approval.”

This staff report was designed to effectuate these first two steps.

The Internal Audit Program Charter (Attachment 1)

The attached Charter is our attempt to explain the Internal Audit “program guidelines” referred to in the previously mentioned staff report. It speaks to program “Purpose” and how the Internal Audit work will be prioritized, suggesting criteria to be used in selecting departments, processes or programs for independent review. The Charter also speaks to how the work will be accomplished, directing staff to cooperate with the Internal Auditor. It also communicates to the Internal Auditor (firm) that they are to collaborate with the City Manager’s Office and staff to ensure accuracy of reports and to assist in implementation of any improvements via training and advice. Of course, this must be done without impairing the Internal Auditor’s independence.

The Request for Proposals (RFP)--Scope of Services (Attachment 2)

While we have attached the entire RFP, our focus is on the “Scope of Services” that can be found in the attachment. This describes what we are interested in accomplishing via this potential contract. This is key to communicating to potential proposers what we are expecting so they can adequately respond with the necessary team (people and skill sets), timelines and cost estimates to complete the work. This Scope of Services also provides the City Council, this Committee and staff what we are expecting from the Internal Audit program, initially and into the future.

Review of Proposed New Internal Audit Program and Request for Proposal (RFP)

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Scope of Services--I. Internal Audit Basic Services

This represents the basic level of services associated with creating a City of Oxnard Internal Audit program i.e. answering phone calls and inquiries, interacting with the Fiscal Policy and Audit Committee i.e. staff support, regular reporting on audits in progress, follow up reporting on past audit findings and implementation, etc. This piece of the scope essentially opens the doors of a new City program.

The Internal Auditor will also be tasked with proposing an annual Audit Work Plan to the Committee and then the full City Council. This Work Plan will take into account the criteria mentioned in the Charter and their professional judgment, and then propose specific audit activities for the following year. They will be expected to solicit City Manager input before submission to the Committee. While the responsibility for the proposed Work Plan rests with the Internal Auditor, the Plan must be viewed within the context of budgetary constraints, organizational capacity issues and priorities of the organization which are City Manager responsibilities. This provides the best framework for the Council to ultimately decide what gets done each year by the Internal Auditor. This annual Work Plan development is timed to coincide with the City's annual budgetary process, given it will represent a menu of possible activities for the next year along with costs for each.

Scope of Services--II. City Council Initial Work Plan

The City's first annual Work Plan for the Internal Auditor is unique given that the City already has an interest in conducting specific audits on two programs, the City Corp and Performing Arts and Convention Center (PACC) programs. These two programs were called out by the consultants in the original assessment report and in the Implementation Action Plan that was discussed and approved by your Council in July. The operations of these two programs directly impact the General Fund and Measure O subsidies of \$1 million and \$550,000 respectively. Secondly, what is typical with the initial engagement of an Internal Audit program is the completion of a Risk Assessment and Internal Control review of the City. This sets the stage for a specific list of audits based on what they found in their reviews and applying the Internal Audit Program Charter criteria e.g. level of risk, quality of internal controls, history of problems, etc. This Risk Assessment and Internal Control review will take some time.

The Risk Assessment (Scope of Services--II. A. 1) evaluates various risk factors such as: work processes, capital and asset management, risk management, City management, human resources, governance, accounting and financial reporting, procurement, technology, potential for fraud, compliance with policy and the law, etc. These factors are evaluated from the perspective of: level of uncertainty, potential for a negative event occurring, the level of significance should a negative event occur and the relative direction of the City in the future.

You will note that many of the factors in an initial Risk Assessment were included in the assessment completed by Management Partners and Renne Sloan Holtzman Sakai. As a result, we clarify in the RFP that we expect: 1) proposers to review what work has already been completed and to minimize

Review of Proposed New Internal Audit Program and Request for Proposal (RFP)

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duplication and 2) we expect to see cost savings in their cost proposal for the Risk Assessment, given the previous work.

The Internal Control portion (Scope of Services—II. A. 2) digs much deeper and audits the internal control environment and processes. Internal controls are the processes, procedures and organizational culture that are focused on ensuring business activities comport with state and federal law, Council policy, sound ethical and best management practices. Again, the previous assessment examined many of these factors but they were clear that they did not use auditing standards and detailed testing on things such as internal controls.

Scope of Services—II. B and C

With respect to performance audits of the City Corp and PACC programs, these were selected partly due to the previous organizational assessment. They represent two programs that use slightly more than \$1 million per year in General Fund resources, \$550,000 in Measure O monies and \$304,000 in other City funds. Both programs have evolved over the years and are administered semi-autonomously from City processes and internal controls such as human resource reviews, budget oversight, payroll review, etc. Yet, there is a large City financial investment in these programs. With the additional financial pressures placed on the General Fund and the focus on getting our operating practices in order, this is an opportune time to evaluate these two programs. A “performance audit” goes beyond just evaluating such things such as internal controls and compliance with policies and laws. It also evaluates the outcomes and efficiencies of the program and recommends ways to improve in these areas.

Scope of Services—III - Annual Audit Work Plan Implementation and Maintenance

After completing the Risk Assessment and Internal Controls audit, the Internal Auditor will propose future audits to address perceived weaknesses and to reduce risk to the City enterprise. They will use the Program Charter criteria and what they learned from their previous reviews, along with new information they gather from being inside the organization to propose a menu of potential audits. The Council Committee and then the full Council will pick from this list and budget appropriately. Annually, the Internal Auditor will report on the past year’s work activities and propose a new Work Plan for the next year.

We have attached the entire RFP for your reference as well.

FINANCIAL IMPACT

At this stage it is very difficult to estimate the financial impact of this new program. We estimate the annual costs of an Internal Audit to be approximately \$250,000. Assuming program startup of December/January, our estimated costs for this budget year is approximately \$100,000 and will come out of the \$500,000 Council appropriation for the Assessment’s Implementation Action Plan. As a result, there is no new impact to the General Fund for this budget year. Setting aside the potential cost savings that will be identified from potential performance audits of City programs, the direct costs of

Review of Proposed New Internal Audit Program and Request for Proposal (RFP)

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this program can be largely controlled over time by picking from a menu of potential audits with specific prices. This will become clear when the Internal Auditor proposes their Annual Work Plan.

MH

Attachment #1 - Internal Audit Program Charter

#2 - "Scope of Services" excerpt from Request for Proposal (RFP)

#3 - Request For Proposal (RFP) for Internal Audit Services

#4 - Councilmember Perello's Review Comments

Internal Audit Program Charter

Purpose

The purpose of the Internal Auditor is to help the City of Oxnard achieve efficient and effective outcomes in the delivery of services to the community. It also assists the City in satisfying a higher level of accountability associated with a public sector agency, thereby assisting the City Council and City Manager in ensuring compliance with state and federal laws, City policy and sound ethical practices.

How To Prioritize The Work

The Internal Auditor is ultimately hired by and report to the Oxnard City Council through their Fiscal Policy and Audit Council Committee. However, they work closely with the City Manager and department heads to improve the operating results and practices of the City because without them the City cannot experience the benefits of this program. The Internal Auditor does this without impairing their independence as auditors.

The criteria used to determine Internal Audit work activities include such things as:

- Level of concern by the City Council or City Manager
- Relative risk or exposure
- Significant independence from City internal controls
- Significant internal or external environmental changes
- Service management problems
- Quality of internal controls
- Risk of losing outside funding
- Historical problems or concerns
- Size of programs or budgets
- Potential for benefit that crosses City departments

One criterion that is not used for determining work activities is using "the politics of the day" to pursue other agendas that do not further the Internal Audit mission state above.

The Internal Auditor uses the above criteria and proposes an Annual Audit Work Plan to the Fiscal Policy and Audit Council Committee after conferring with the City Manager. The Annual Audit Work Plan is then forwarded to the full City Council for review and approval. The City then chooses and budgets for the appropriate reviews for the subsequent year. On occasion there may be

exceptions or special reviews conducted due to exigent circumstances. If so, the decision-making will follow this same process.

How To Accomplish The Work

The Internal Auditor will use generally accepted governmental auditing standards ("Yellow Book") as the benchmark for conducting their work. The Internal Auditor will strive to be timely and relevant to City decision-making.

The type of work product will be dependent on a particular project's objectives and the needs of the City Council and City Manager. The results are communicated in a variety of ways, such as: written reports, briefings to the City Council and City Manager, testimony in public and through consulting or training of City staff.

The written reports will be determined by the objectives of the project; however, it will always cover the objectives of the work, the scope and methodology of the audit or review, the results of the work and when appropriate recommendations.

The City will make sure relevant records, systems, facilities and staff are available to satisfy the objectives of the annual Audit Work Plan and each respective audit. The Internal Auditor will solicit input from the City Manager's Office before finalizing audit findings and recommendation. The Internal Auditor will also provide appropriate training and other assistance to staff in order to understand their findings and to effectuate their recommendations; to the extent it does not impair their independence. At the end of the day, the goal of improving the operating practices and outcomes of City activities must be shared by the City Council, Internal Auditor and City Manager.

"Scope of Services" Excerpt from Request For Proposal

BACKGROUND

The City of Oxnard is working through a substantial period of transformation primarily as a result of changes on the City Council that led to the hiring of a new City Manager in June 2014.

Prior to the arrival of the current City Manager, the District Attorney conducted a highly publicized criminal investigation that culminated in their 2012 report dated April 18, 2012. They found questionable ethical practices, a lack of internal controls and records that were in such poor shape it was difficult to substantiate what happened in some circumstances. The District Attorney filed no criminal charges.

Upon the arrival of the new City Manager in June 2014, he almost immediately developed concerns about City practices. He saw examples where staff was not following Council policy, the lack of managerial oversight over certain control activities and the apparent unilateral decisions some managers were making without delegated authority.

As a result, he commissioned, with the City Council approval, a comprehensive organizational assessment that was presented to the Council on March 17, 2015. The follow up Implementation Action Plan (IAP) was presented to the Council on July 21, 2015. The report identified many lapses in systems, policies, managerial oversight and controls and an overall culture that did not appear to value the high professional standards expected of a city. The actions necessary to correct some of the financial management mistakes had a detrimental impact on the City's General Fund financial position. The assessment was not an audit; however, it used many of the tools and criteria that would be found in a typical risk assessment of an organization.

The IAP actions in the near term have been focused in areas where the City may be violating state and federal law or City Council policy. Current activities are also focused on areas that provide financial risk to the General Fund or City enterprise. The organizational assessment has essentially documented a high-risk environment and the City Manager now has a plan to gradually ameliorate that risk.

A key IAP action item is the creation of an Internal Audit program. The City Council has decided to provide this program through a contract with an outside firm. The Internal Auditor will report to a City Council subcommittee i.e. Fiscal Policy and Audit Committee whose role was recently expanded to include this program. The Internal Auditor is also expected to work closely and gain the cooperation of the City Manager's Office to assist in improving the economy,

efficiency and accountability of the City organization, an organization that he manages.

The Scope of Services includes Internal Auditor Basic Services, which includes the basic staff-support role to the Fiscal Policy and Audit Council Committee and interface with the public and organization. The City Council and City Manager also have a desire to: 1) complete a Risk Assessment, Internal Controls Review and performance audits of the City Corp and Performing Arts Convention Center programs. Proposers should submit responses and prices for each activity.

The City invested substantial resources in completing the organizational assessment; thus, it is expecting to see savings in the proposed price of the risk assessment.

After completing the Risk Assessment and Internal Control Audits, the City is expecting a proposed new Internal Audit Work Plan given the findings from these two items. The City will then budget and pick from the list of potential activities. An Annual Audit Work Plan will be developed in conjunction with the timing of the annual budget process.

2.2 SCOPE OF SERVICES

The successful vendor will be required to provide audit services that include, but are not necessarily limited to the following:

- I. **Internal Auditor Basic Services:** (To commence immediately and accomplished concurrently with the citywide Risk Assessment and any other specific audit activities as outlined below—see Attachment 1 for Internal Audit Program Charter).
 - A. Provide a senior representative to be named as the City Internal Auditor under the terms of contract
 1. Respond to phone calls, citizen inquiries and emails to the City Internal Auditor and when appropriate refer to City staff
 2. Coordinate with City staff to schedule Fiscal Policy and Audit Council Committee Meetings
 3. Provide regular reports on the status of the risk assessment and other audit activities
 4. Propose and update the Audit Work Plan at the beginning of each calendar year for the subsequent fiscal year beginning in July; prepare Audit Work Plan based on

regular citywide risk assessments and include proposed scope and cost for each recommended audit; present annual Audit Work Plan to City Manager for preliminary review of scope, followed by review by the Fiscal Policy and Audit Council Committee and final presentation to the City Council for approval

5. Provide regular status reports, either written or oral, to the Fiscal Policy and Audit Council Committee; at a minimum provide Quarterly Reports on activities and findings related to audits; may be required to be present at City Council or other meetings upon request
6. Conduct follow-up and verification of audit findings pursuant to closing findings as complete
7. Provide city staff with tools to track open audit findings and facilitate resolution of findings when complete
8. Provide follow-up work for findings associated with annual external financial audits

II. City Council Initial Audit Work Plan:

- A. Conduct a citywide Risk Assessment and Internal Control audit that utilizes the March 17, 2015 report to Council called "Organizational Assessment and Audit of Corporate Support, Accountability and Value Systems—Management Partners and Renne Sloan Holtzman and Sakai, LLP" as a starting point for completing this section of the scope of work. Any proposal should not be redundant to this study; rather it should be complementary to what the City already knows.
 1. Complete a Risk Assessment of the City's financial operations
 - a) Review Organizational Assessment mentioned above
 - b) Review administrative and financial policies, procedures, and practices
 - c) Examine methods, procedures, and practices used to provide reasonable assurance that City

assets are safeguarded and that staff is complying with approved policies, procedures and practices

- d) Identify the strengths, weaknesses, challenges and key areas of risk
- e) Make recommendations for improvement, identify future audit priorities and prepare a preliminary Audit Work Plan in conjunction with the results from reviewing the internal controls mentioned below

2. Examine the internal controls framework of the City to include:

- a) The City's overall control environment
 - i) Management's philosophy and operating style regarding integrity and ethical values
 - ii) Staff's philosophy and operating style regarding integrity and ethical values
 - iii) The assignment of authority and responsibility for ensuring protection of City assets and policy compliance
 - iv) Existing policies and procedures
- b) The City's ongoing identification and assessment of risk
 - i) The City's approach to risk identification and risk mitigation (proactive versus reactive)
 - ii) The alignment of the City's objectives with the assessment of risk
- c) The City's control activities (for protection of assets and compliance with policies)
 - i) Separation of duties
 - ii) Authorization and approval
 - iii) Custodial and security arrangements
 - iv) Review and reconciliation
 - v) Variance analysis

- vi) Adequate documentation
- vii) Physical inventories
- d) Senior management, mid-management and supervisory responsiveness to identified problems/weaknesses
 - i) The timeliness with which internal control deficiencies are identified and communicated
 - ii) Appropriateness of management's selection of risk response – avoidance, acceptance, reduction, or sharing of an identified risk
- e) Perform sampling procedures to test and evaluate one or more areas of the City's internal controls, taking into account risk, control weaknesses, size, and complexity of operations
- f) Make use of and build upon the internal control evaluation work done by the City's independent CPA firm during that firm's annual financial statement audit.
- g) Review any recommendations regarding the internal controls with the appropriate executives, Chief Financial Officer and the City Manager
- h) Prepare reports which analyze significant risk assessment findings, recommend changes for strengthening internal controls and reducing identified risks
 - i) Report of the findings that outlines the specific deficiencies in the internal control framework and the possible impact posed (level of risk) due to the identified weaknesses
 - ii) Report with recommendations that will address the weaknesses identified in the City's internal control framework
 - iii) Present draft results of this audit project along with the findings from the Risk Assessment

and fold into the preliminary Audit Work Plan to the City Manager with the final report to the Fiscal Policy and Audit Council Committee, including estimated costs by audit project and a recommended future audit approach. This will require eventual ratification by the full City Council.

- B. Conduct comprehensive performance audit of Oxnard's City Corp program (see attached program description—Attachment 2)
1. This program represents a hybrid structure where City Corp management (City employees) seeks funding independently of the City and its proceeds are accounted for in a City Trust Fund along with a City General Fund subsidy and other City financial support via contracts with City departments. Payroll for City Corp employees is processed totally independent of the City's systems. City Corp employees are hired outside the City's Human Resources processes. As a result, since City funds support and City employees manage this program, this audit will examine all City Corp practices vis-à-vis City policies and procedures, state or federal guidelines, best management practices and proper internal controls for managing risk.
 2. Given the stated program goals, this audit will examine program outcomes and the efficiency and cost-effectiveness of the program.
 3. Given the City's difficult General Fund financial position the audit will provide recommendations for potential cost savings to the General Fund.
 4. All audit findings will be accompanied with recommendations for improvement.
 5. Preliminary findings and recommendations will be shared with program management, the Chief Financial Officer and City Manager.
 6. Final report will be reported out to the Fiscal Policy and Audit Council Committee and ultimately the full City Council.
- C. Conduct comprehensive performance audit of the Oxnard's

Performing Arts and Convention Center (PACC) Program (see attachment 2 for program description)

1. Again, this program is a hybrid one where City employees provide overall management and supervision and the City provides a sizeable General Fund contribution; however, there is a non-profit organization that provides funding and some direction to the PACC Manager. As a result, due to the intertwining of non-profit and City staffing and funding; this audit will examine program and financial activities of the entire PACC program i.e. for both the non-profit and City. It will use as benchmarks; City policies and procedures, state or federal guidelines, best management practices, general fund subsidies of similar programs/facilities and proper internal controls for managing risk.
2. Given the overall program goals, this audit will examine program outcomes and the efficiency and cost-effectiveness of the program.
3. Given the City's difficult General Fund financial position the audit will provide recommendations for potential cost savings to the General Fund.
4. The audit should provide recommendations on budgeting and accounting practices for improvement financial management and accountability.
5. All audit findings will be accompanied with recommendations for improvement.
6. Preliminary findings and recommendations will be shared with program management, the Chief Financial Officer and City Manager.
7. Final report will be reported out to the Fiscal Policy and Audit Council Committee and ultimately to the full City Council.

III. Annual Audit Work Plan Implementation and Maintenance:

- A. Provide resources to conduct specific internal audits effectively and efficiently according to Generally Accepted Government Auditing Standards ("Yellow Book") as selected from the annual Audit Work Plan by the Council Audit Committee and ultimately ratified by the City Council:

1. Provide an opportunity for feedback and response by departments under audit along with the City Manager's Office
2. Provide regular reports on the status of ongoing internal audits to the City Manager and Fiscal Policy and Audit Council Committee
3. Provide written reports with results of audits and publish audits to the City Auditor's Web page; based on the audit work performed, written reports and oral PowerPoint presentations must be provided; the presentations shall address the audit findings and conclusions, audit recommendations that will improve the efficiency and effectiveness of the organizations or programs audited, and corrections needed to address any operational deficiencies or non-compliance issues found
4. Work with management to implement recommendations

City Corp Program Overview

The City Corp program is a unique and popular program with a focus on the personal development of juveniles and young adults with an emphasis on the at-risk population. This is done by providing paid job opportunities with a community-based focus e.g. wetland restoration, community gardening, "town-keeping" activities, various maintenance activities on behalf of some City departments, etc.

This program has evolved over time where the program management has always been accomplished through the use of City staff. However, the actual program participants are hired outside the City Human Resources (HR) processes. Some of these youth likely could not pass some of the HR review standards. The former HR Director completed a review of the employment practices of City Corp and converted many of the City Corp employees to Limited Benefit Employee (LBE) City employee status. However, the City is now unwinding this LBE designation across the City and converting them to full-time, seasonal-temporary or part-time status with the appropriate changes in benefits. City Corp has approximately 300 employees that flow through their payroll system on an annual basis.

The City Corp program operates in a semi-autonomous nature. This model is a carryover practice from when the program was an independently funded jobs program. Besides hiring the youth outside the HR systems and procedures, the program uses an outside payroll firm. A trust fund is used as a clearing account for program revenues and expenditures; thus, there is limited budget review and control by the Finance Department and the City Manager's Office. The City Corp program contracts for work for its youth with various outside agencies and with City departments.

The City Corp FY 15-16 Budget includes approximately \$209,000 directly from the General Fund, \$550,000 from the City "Measure O" funds (a supplemental general-purpose sales tax with a sunset date of 2028) and \$1.2 million from various agreements for specific work. Of this last figure, \$304,000 is attributable to contracts with other City departments, \$793,000 is with a local school district and the balance is with external agencies and companies.

Given the size of the City's investment in this program, its semi-autonomous operating practices, and the additional scrutiny on the use of scarce City resources, Oxnard is interested in a review of this program.

Questions the City would like to address include: what is the City getting for these resources; what are the program outcomes; what options are available to

reduce reliance on General Fund or Measure O resources; are there appropriate risk management or internal controls; and, are there other observations and recommendations?

Performing Arts and Convention Center (PACC) Program Overview

The PACC was built in 1968 and is owned by the City. The program is funded and operated through a unique hybrid structure of City employees and resources and a 501(c) 3 non-profit corporation. The program manager is a City employee reporting to the City Manager's Office; yet, she also acts as the Executive Director of the PACC non-profit. There are two Council members on the PACC non-profit Board of Directors.

The FY 2015-16 Budget totals almost \$1.5 million, which is subsidized by the City's General Fund by \$886,000 while the balance of the funding comes from the non-profit. Managing and operating the PACC is accomplished with only 3 City employees while the balance (approximately 40-50 employees) are non-profit employees. Non-profit employees are responsible for maintaining the PACC facility. Payroll for the non-profit employees is conducted outside the City.

Given the City's difficult General Fund financial situation, additional questions and emphasis have been placed on the large City General Fund subsidy i.e. what it is getting for that subsidy, the overall cost effectiveness of the program and what options are available to reduce reliance on the General Fund. Yet, due to this hybrid approach that has evolved over time, there is a lack of centralized financial and cost accounting information for management to contain costs, conduct business decisions and provide basic information to the City Manager's Office. Given the non-profit's activities are inextricably tied to the City activities this proposed review should include examination of the non-profit books and activities.

Additionally, due to City financial pressures, there appears to be a need to discuss the balancing of a typical non-profit charitable mission vs. the growing emphasis in the City for cost control and containment. For example, Oxnard non-profits heavily book favorable dates at the PACC at equally favorable rates; thus reducing the capacity of the PACC to generate income via other commercial parties. This directly affects the General Fund subsidy. With this added emphasis on cost control, the auditors should examine best management practices for this program e.g. the use of volunteers to complete some of the PACC work, streamlined and business focused operations (while still maintaining the beneficial relationship with the non-profit), cost effective facilities management and other operating improvements.

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.ci.oxnard.ca.us



October 21, 2015

Ladies and Gentlemen:

The City of Oxnard invites proposals from qualified certified public accounting firms for Internal Audit Services.

This request for proposal is made up of the following sections: I. Instructions to Proposers, II. General Terms and Conditions, III. Background, IV. Scope of Services, V. Response Requirements, and four (4) attachments which include: Internal Audit Program Charter, City Corp and, Performing Arts & Convention Center Program Overview, a sample of a Professional Services Agreement, and insurance requirements. Proposers will be responsible to carefully examine the requirements contained herein.

Proposals will be received in the City of Oxnard Purchasing Office located at 300 W. Third St., Second Floor, Oxnard, CA 93030 by 4:00 p.m. on November 13, 2015. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City's website: <http://www.ci.oxnard.ca.us>. The envelope containing your proposal must be sealed and marked "Internal Audit Services". Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538 or email patricia.garcia@ci.oxnard.ca.us.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Garcia".

Patricia Garcia
Buyer
City of Oxnard

**CITY OF OXNARD
FINANCE DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

FOR

INTERNAL AUDIT SERVICES

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SECOND FLOOR, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.
ON THE DATE INDICATED BELOW:**

NOVEMBER 13, 2015

**CITY OF OXNARD
REQUEST FOR PROPOSALS
INTERNAL AUDIT SERVICES**

Proposed Timeline

DATE	ACTIVITY
October 21, 2015	Release of Request for Proposal (RFP)
November 4, 2015 at 2:00 p.m.	Conference call for questions on Request for Proposal Dial in #: <u>866-776-5315</u> , enter passcode <u>6676313</u>
November 13, 2015	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>4:00 p.m.</u>
November 16-18, 2015	Review of Proposals
November 19-23, 2015	Agreement Development
November 24, 2015	Contract Compliance Review Committee Approval
December 8, 2015	Award of Agreement by City Council

**CITY OF OXNARD
REQUEST FOR PROPOSAL
INTERNAL AUDIT SERVICES**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL
INTERNAL AUDIT SERVICES**

I. INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard invites proposals from qualified firms for Internal Audit Services. Proposals will be received in the Purchasing Office until **4:00 p.m. on Friday, November 13, 2015.**

At the proposer's option, proposals may be submitted via email in .pdf format to patricia.garcia@ci.oxnard.ca.us **OR** an envelope containing one (1) executed original and four (4) signed copies of the Proposal that must be sealed and addressed to: City of Oxnard Purchasing Office, 300 West Third Street, Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address; and must clearly be labeled "**Internal Audit Services**".

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

QUALIFICATIONS SUBMISSION REQUIREMENTS

Your response should be submitted in the following manner: (1) Your response to the Request for Proposals should be comprehensive and responsive to the RFP, but should not include any information of proposed costs, and (2) you must submit a second sealed envelope containing the relevant cost information, including a not-to-exceed fee for each year of the contract. Responses not submitted in this form will be considered non-responsive.

The proposed costs should be broken out in the same manner as the Scope of Services (i.e., Sections I, II and III). With respect to Section II, proposers should further break out their costs for each subtask (i.e., A.1 Risk Assessment, A.2 Internal Control Review, B. Performance Audit of City Corp and C. Performance Audit of the Performing Arts and Convention Center).

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal. In addition, any material that will add to the persuasiveness of your proposal may be included.

If you are not willing to accept the requirements and conditions of this Request for Proposal, identify in your proposal all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor's organization.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. Every request for such interpretation must be in writing and addressed to: Buyer, City of Oxnard, 300 W. Third St., Suite 202, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of bids. Requests for interpretation may be faxed to the Buyer at 805-385-7495. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed or e-mailed to all known prospective proposers (at the respective addresses furnished for such purposes), no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Proposal ("RFP") and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job.

PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

Questions regarding this RFP shall be directed to:

City of Oxnard
Finance Department
Attn: Patricia Garcia
300 West Third Street, Second Floor
Oxnard, California 93030
Email questions: patricia.garcia@ci.Oxnard.ca.us
Phone calls will be accepted at (805) 385-7538.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
INTERNAL AUDIT SERVICES**

II. GENERAL TERMS AND CONDITIONS

- A. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.
- B. The selected Firm will be required to sign and be bound by a Professional Consultant Services Agreement ("Agreement"). Proposer must meet all insurance requirements (See Sample Exhibit INS-A).

**CITY OF OXNARD
REQUEST FOR PROPOSAL
INTERNAL AUDIT SERVICES**

III. BACKGROUND

The City of Oxnard is working through a substantial period of transformation primarily as a result of changes on the City Council that led to the hiring of a new City Manager in June 2014.

Prior to the arrival of the current City Manager, the District Attorney conducted a highly publicized criminal investigation that culminated in their 2012 report dated April 18, 2012. They found questionable ethical practices, a lack of internal controls and records that were in such poor shape it was difficult to substantiate what happened in some circumstances. No criminal charges were filed by the District Attorney.

Upon the arrival of the new City Manager in June 2014, he almost immediately developed concerns about City practices. He saw examples where staff was not following Council policy, the lack of managerial oversight over certain control activities and the apparent unilateral decisions some managers were making without delegated authority.

As a result, he commissioned, with the City Council approval, a comprehensive organizational assessment that was presented to the Council on March 17, 2015. The follow up Implementation Action Plan (IAP) was presented to the Council on July 21, 2015. The report identified many lapses in systems, policies, managerial oversight and controls and an overall culture that did not appear to value the high professional standards expected of a city. The actions necessary to correct some of the financial management mistakes had a detrimental impact on the City's General Fund financial position. The assessment was not an audit; however, it used many of the tools and criteria that would be found in a typical risk assessment of an organization.

The IAP actions in the near term have been focused in areas where the City may be violating state and federal law or City Council policy. Current activities are also focused on areas that provide financial risk to the General Fund or City enterprise. The organizational assessment has essentially documented a high-risk environment and the City Manager now has a plan to gradually ameliorate that risk.

A key IAP action item is the creation of an Internal Audit program. The City Council has decided to provide this program through a contract with an outside firm. The Internal Auditor will report to a City Council subcommittee i.e. Fiscal Policy and Audit Committee whose role was recently expanded to include this program. The Internal Auditor is also expected to work closely and gain the cooperation of the City Manager's Office to assist in improving the economy, efficiency and accountability of the City organization, an organization that he manages.

IV. SCOPE OF SERVICES

The successful firm will be required to provide audit services that include, but are not necessarily limited to the following:

- I. **Internal Auditor Basic Services:** (To commence immediately and accomplished concurrently with the citywide Risk Assessment and any other specific audit activities as outlined below—see Attachment 1 for Internal Audit Program Charter).
 - A. Provide a senior representative to be the named as the City Internal Auditor under the terms of contract, who will:
 1. Respond to phone calls, citizen inquiries and emails to the City Internal Auditor and when appropriate refer to City staff.
 2. Coordinate with City staff to schedule Fiscal Policy and Audit Council Committee Meetings.
 3. Provide regular reports on the status of the risk assessment and other audit activities.
 4. Propose and update the Audit Work Plan at the beginning of each calendar year for the subsequent fiscal year beginning in July; prepare Audit Work Plan based on regular citywide risk assessments and include proposed scope and cost for each recommended audit; present annual Audit Work Plan to City Manager for preliminary review of scope, followed by review by the Fiscal Policy and Audit Council Committee and final presentation to the City Council for approval.
 5. Provide regular status reports, either written or oral, to the Fiscal Policy and Audit Council Committee; at a minimum provide Quarterly Reports on activities and findings related to audits; may be required to be present at City Council or other meetings upon request.
 6. Conduct follow-up and verification of audit findings pursuant to closing findings as complete.
 7. Provide city staff with tools to track open audit findings and facilitate resolution of findings when complete.
 8. Provide follow-up work for findings associated with annual external financial audits.

II. City Council Initial Audit Work Plan:

A. Conduct a citywide Risk Assessment and Internal Control audit that utilizes the March 17, 2015 report to Council called “Organizational Assessment and Audit of Corporate Support, Accountability and Value Systems—Management Partners and Renne Sloan Holtzman and Sakai, LLP” as a starting point for completing this section of the scope of work. Any proposal should not be redundant to this study; rather it should be complementary to what the City already knows.

1. Complete a Risk Assessment of the City’s financial operations:

- a) Review Organizational Assessment mentioned above.
- b) Review administrative and financial policies, procedures, and practices.
- c) Examine methods, procedures, and practices used to provide reasonable assurance that City assets are safeguarded and that staff is complying with approved policies, procedures and practices.
- d) Identify the strengths, weaknesses, challenges and key areas of risk.
- e) Make recommendations for improvement, identify future audit priorities and prepare a preliminary Audit Work Plan in conjunction with the results from reviewing the internal controls mentioned below.

2. Examine the internal controls framework of the City to include:

- a) The City’s overall control environment.
 - i) Management’s philosophy and operating style regarding integrity and ethical values.
 - ii) Staff’s philosophy and operating style regarding integrity and ethical values.
 - iii) The assignment of authority and responsibility for ensuring protection of City assets and policy compliance.
 - iv) Existing policies and procedures.
- b) The City’s ongoing identification and assessment of risk.

- i) The City's approach to risk identification and risk mitigation (proactive versus reactive).
 - ii) The alignment of the City's objectives with the assessment of risk.
- c) The City's control activities (for protection of assets and compliance with policies).
 - i) Separation of duties.
 - ii) Authorization and approval.
 - iii) Custodial and security arrangements.
 - iv) Review and reconciliation.
 - v) Variance analysis.
 - vi) Adequate documentation.
 - vii) Physical inventories.
- d) Senior management, mid-management and supervisory responsiveness to identified problems/weaknesses.
 - i) The timeliness with which internal control deficiencies are identified and communicated.
 - ii) Appropriateness of management's selection of risk response – avoidance, acceptance, reduction, or sharing of an identified risk.
- e) Perform sampling procedures to test and evaluate one or more areas of the City's internal controls, taking into account risk, control weaknesses, size, and complexity of operations.
- f) Make use of and build upon the internal control evaluation work done by the City's independent CPA firm during that firm's annual financial statement audit.
- g) Review any recommendations regarding the internal controls with the appropriate executives, including the Chief Financial Officer and the City Manager.
- h) Prepare reports which analyze significant risk assessment findings, recommend changes for strengthening internal controls and reducing identified risks.

- i) Report of the findings that outlines the specific deficiencies in the internal control framework and the possible impact posed (level of risk) due to the identified weaknesses.
 - ii) Report with recommendations that will address the weaknesses identified in the City's internal control framework.
 - iii) Present draft results of this audit project along with the findings from the Risk Assessment and fold into the preliminary Audit Work Plan to the City Manager with the final report to the Fiscal Policy and Audit Council Committee, including estimated costs by audit project and a recommended future audit approach. This will require eventual ratification by the full City Council.
- B. Conduct comprehensive performance audit of Oxnard's City Corp program (see attached program description in Attachment 2).
 - 1. This program represents a hybrid structure where City Corp management (City employees) seeks funding independently of the City and its proceeds are accounted for in a City Trust Fund along with a City General Fund subsidy and other City financial support via contracts with City departments. Payroll for City Corp employees is processed totally independent of the City's systems. City Corp employees are hired outside the City's Human Resources processes. As a result, since City funds support and City employees manage this program, this audit will examine all City Corp practices vis-à-vis City policies and procedures, state or federal guidelines, best management practices and proper internal controls for managing risk.
 - 2. Given the stated program goals, this audit will examine program outcomes and the efficiency and cost-effectiveness of the program.
 - 3. Given the City's difficult General Fund financial position, the audit will provide recommendations for potential cost savings to the General Fund.
 - 4. All audit findings will be accompanied with recommendations for improvement.
 - 5. Preliminary findings and recommendations will be shared with program management, the Chief Financial Officer and City Manager.
 - 6. The final report will be reported out to the Fiscal Policy and Audit Council Committee and ultimately the full City Council.
- C. Conduct comprehensive performance audit of the Oxnard's Performing Arts

and Convention Center (PACC) Program (see Attachment 2 for program description).

1. Again, this program is a hybrid one where City employees provide overall management and supervision and the City provides a sizeable General Fund contribution; however, there is a non-profit organization that provides funding and some direction to the PACC Manager. As a result, due to the intertwining of non-profit and City staffing and funding; this audit will examine program and financial activities of the entire PACC program i.e. for both the non-profit and City. It will use as benchmarks: City policies and procedures, state or federal guidelines, best management practices, general fund subsidies of similar programs/facilities and proper internal controls for managing risk.
2. Given the overall program goals, this audit will examine program outcomes and the efficiency and cost-effectiveness of the program.
3. Given the City's difficult General Fund financial position the audit will provide recommendations for potential cost savings to the General Fund.
4. The audit should provide recommendations on budgeting and accounting practices for improvement of financial management and accountability.
5. All audit findings will be accompanied with recommendations for improvement.
6. Preliminary findings and recommendations will be shared with program management, the Chief Financial Officer and the City Manager.
7. The final report will be reported out to the Fiscal Policy and Audit Council Committee and ultimately to the full City Council.

III. Annual Audit Work Plan Implementation and Maintenance:

- A. Provide resources to conduct specific internal audits effectively and efficiently according to Generally Accepted Government Auditing Standards ("Yellow Book") as selected from the annual Audit Work Plan by the Council Audit Committee and ultimately ratified by the City Council:
 1. Provide an opportunity for feedback and response by departments under audit along with the City Manager's Office.
 2. Provide regular reports on the status of ongoing internal audits to the City Manager and Fiscal Policy and Audit Council Committee.
 3. Provide written reports with results of audits and publish audits to the City

Auditor's Web page; based on the audit work performed, written reports and oral PowerPoint presentations must be provided. The presentations shall address the audit findings and conclusions, audit recommendations that will improve the efficiency and effectiveness of the organizations or programs audited, and corrections needed to address any operational deficiencies or non-compliance issues found.

4. Work with management to implement recommendations.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Agency and Contact Person:	City of Oxnard Patricia Garcia, Buyer 300 West 3rd St., Suite 202 Oxnard, CA 93030
Telephone:	805-385-7538
E-MAIL address	patricia.garcia@ci.oxnard.ca.us

Bidders may only communicate with the Buyer, or in her absence, Mike More, Purchasing Agent. Any other contacts may result in disqualification of bidder's proposal. Any requests for clarification of the proposal requirements should be made by E-MAIL only.

- a. Submission of Technical Proposal. At the proposer's option, proposals may be submitted via email in .pdf format to patricia.garcia@ci.oxnard.ca.us OR one (1) original and four (4) copies of the Technical Proposal, which **MUST** be received by **November 13, 2015 at 4:00 p.m.** in the Purchasing office for a proposal to be considered. Proposals should be sent to the address as shown on page 1 of this report. No faxes submissions will be accepted.
- b. Submission of Cost Proposal. At the proposer's option, proposals may be submitted via email in .pdf format to patricia.garcia@ci.oxnard.ca.us OR one (1) original and four (4) copies of the Cost Proposal, which **MUST** be received by **November 13, 2015 at 4:00 p.m., under separate cover in a sealed envelope** to be considered. Proposals should be sent to the address as shown on page 1 of this report. No faxes submissions will be accepted. The proposed costs should be broken out in the same manner as the Scope of Services (i.e., Sections I, II and III). With respect to Section II, proposers should further break out their costs for each subtask (i.e., A.1 Risk Assessment, A.2 Internal Control Review, B. Performance Audit of City Corp and C. Performance Audit of the Performing Arts and Convention Center).

Attachment No. 1

Internal Audit Program Charter

Purpose

The purpose of the Internal Auditor is to help the City of Oxnard achieve efficient and effective outcomes in the delivery of services to the community. It also assists the City in satisfying a higher level of accountability associated with a public sector agency, thereby assisting the City Council and City Manager in ensuring compliance with state and federal laws, City policy and sound ethical practices.

How To Prioritize The Work

The Internal Auditor is ultimately hired by and report to the Oxnard City Council through their Fiscal Policy and Audit Council Committee. However, they work closely with the City Manager and department heads to improve the operating results and practices of the City because without them the City cannot experience the benefits of this program. The Internal Auditor does this without impairing their independence as auditors.

The criteria used to determine Internal Audit work activities include such things as:

- Level of concern by the City Council or City Manager
- Relative risk or exposure
- Significant independence from City internal controls
- Significant internal or external environmental changes
- Service management problems
- Quality of internal controls
- Risk of losing outside funding
- Historical problems or concerns
- Size of programs or budgets
- Potential for benefit that crosses City departments

One criterion that is not used for determining work activities is using “the politics of the day” to pursue other agendas that do not further the Internal Audit mission state above.

The Internal Auditor uses the above criteria and proposes an Annual Audit Work Plan to the Fiscal Policy and Audit Council Committee after conferring with the City Manager. The Annual Audit Work Plan is then forwarded to the full City Council for review and approval. The City then chooses and budgets for the appropriate reviews for the subsequent year. On occasion there may be exceptions or special reviews conducted due to exigent circumstances. If so, the decision-making will follow this same process.

How To Accomplish The Work

The Internal Auditor will use generally accepted governmental auditing standards (“Yellow Book”) as the benchmark for conducting their work. The Internal Auditor will strive to be timely and relevant to City decision-making.

The type of work product will be dependent on a particular project's objectives and the needs of the City Council and City Manager. The results are communicated in a variety of ways, such as: written reports, briefings to the City Council and City Manager, testimony in public and through consulting or training of City staff.

The written reports will be determined by the objectives of the project; however, it will always cover the objectives of the work, the scope and methodology of the audit or review, the results of the work and when appropriate recommendations.

The City will make sure relevant records, systems, facilities and staff are available to satisfy the objectives of the annual Audit Work Plan and each respective audit. The Internal Auditor will solicit input from the City Manager's Office before finalizing audit findings and recommendation. The Internal Auditor will also provide appropriate training and other assistance to staff in order to understand their findings and to effectuate their recommendations; to the extent it does not impair their independence. At the end of the day, the goal of improving the operating practices and outcomes of City activities must be shared by the City Council, Internal Auditor and City Manager.

Attachment No. 2

City Corp Program Overview

The City Corp program is a unique and popular program with a focus on the personal development of juveniles and young adults with an emphasis on the at-risk population. This is done by providing paid job opportunities with a community-based focus e.g. wetland restoration, community gardening, “town-keeping” activities, various maintenance activities on behalf of some City departments, etc.

This program has evolved over time where the program management has always been accomplished through the use of City staff. However, the actual program participants are hired outside the City Human Resources (HR) processes. Some of these youth likely could not pass some of the HR review standards. The former HR Director completed a review of the employment practices of City Corp and converted many of the City Corp employees to Limited Benefit Employee (LBE) City employee status. However, the City is now unwinding this LBE designation across the City and converting this staff to full-time, seasonal-temporary or part-time status with the appropriate changes in benefits. City Corp has approximately 300 employees that flow through their payroll system on an annual basis.

The City Corp program operates in a semi-autonomous nature. This model is a carryover practice from when the program was an independently funded jobs program. Besides hiring the youth outside the HR systems and procedures, the program uses an outside payroll firm. A trust fund is used as a clearing account for program revenues and expenditures; thus, there is limited budget review and control by the Finance Department and the City Manager’s Office. The City Corp program contracts for work for its youth with various outside agencies and with City departments.

The City Corp FY 15-16 Budget includes approximately \$209,000 directly from the General Fund, \$550,000 from the City “Measure O” funds (a supplemental general-purpose sales tax with a sunset date of 2028) and \$1.2 million from various agreements for specific work. Of this last figure, \$304,000 is attributable to contracts with other City departments, \$793,000 is with a local school district and the balance is with external agencies and companies.

Given the size of the City’s investment in this program, its semi-autonomous operating practices, and the additional scrutiny on the use of scarce City resources, Oxnard is interested in a review of this program.

Questions the City would like to address include: what is the City getting for these resources; what are the program outcomes; what options are available to reduce reliance on General Fund or Measure O resources; are there appropriate risk management or internal controls; and, are there other observations and recommendations?

Performing Arts and Convention Center (PACC) Program Overview

The PACC was built in 1968 and is owned by the City. The program is funded and operated through a unique hybrid structure of City employees and resources and a 501(c) 3 non-profit corporation. The program manager is a City employee reporting to the City Manager’s Office;

yet, she also acts as the Executive Director of the PACC non-profit. There are two Council members on the PACC non-profit Board of Directors.

The FY 2015-16 Budget totals almost \$1.5 million, which is subsidized by the City's General Fund by \$886,000 while the balance of the funding comes from the non-profit. Managing and operating the PACC is accomplished with only 3 City employees while the balance (approximately 40-50 employees) are non-profit employees. Non-profit employees are responsible for maintaining the PACC facility. Payroll for the non-profit employees is conducted outside the City.

Given the City's difficult General Fund financial situation, additional questions and emphasis have been placed on the large City General Fund subsidy i.e. what it is getting for that subsidy, the overall cost effectiveness of the program and what options are available to reduce reliance on the General Fund. Yet, due to this hybrid approach that has evolved over time, there is a lack of centralized financial and cost accounting information for management to contain costs, conduct business decisions and provide basic information to the City Manager's Office. Given the non-profit's activities are inextricably tied to the City activities this proposed review should include examination of the non-profit books and activities.

Additionally, due to City financial pressures, there appears to be a need to discuss the balancing of a typical non-profit charitable mission vs. the growing emphasis in the City for cost control and containment. For example, Oxnard non-profits heavily book favorable dates at the PACC at equally favorable rates; thus reducing the capacity of the PACC to generate income via other commercial parties. This directly affects the General Fund subsidy. With this added emphasis on cost control, the auditors should examine best management practices for this program e.g. the use of volunteers to complete some of the PACC work, streamlined and business focused operations (while still maintaining the beneficial relationship with the non-profit), cost effective facilities management and other operating improvements.

Attachment No. 3

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this [Day] day of [Month], 20[Year], by and between the City of Oxnard, a municipal corporation ("City"), and [Name of Consultant] ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with [Insert position title] ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein]. **(**INCLUDE THE PREVIOUS CLAUSE WITHIN THE BRACKETS IF THE SERVICES ARE TO BE PERFORMED PURSUANT TO A SCHEDULE. OTHERWISE, DELETE THE CLAUSE, RENUMBER THE EXHIBIT C REFERENCE IN SECTION 14 TO EXHIBIT B. REMOVE EXHIBIT B COVERSHEET AND RENUMBER EXHIBIT C COVERSHEET TO EXHIBIT B. DELETE THESE INSTRUCTIONS PRIOR TO COMPLETION OF THE AGREEMENT.**)**. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates [Enter name of Principle-in-Charge] as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on [Start Date], and expire on [End Date].

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$[Amount] for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies 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, Consultant'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 Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by

the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without

regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to [Enter name of Consultant], [Enter Consultant's address], [Enter City], [Enter State and Zip], Attention: [Enter Principal-in-Charge].

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, [Enter Department or Division Name], [Enter Address], Oxnard, California 93030, Attention: [Enter Project Manager].

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Purchasing Agent

[Consultant]

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

[Enter Name here], Project Manager

Greg Nyhoff, City Manager

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF SERVICES

EXHIBIT C
COMPENSATION RATES

Attachment No. 4

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
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 _____		

NS-A.doc

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: 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 _____

Bert E. Perello
City Councilmember
(805) 240-2194



Date: October 11, 2015
To: City Manager Greg Nyhoff
Chief Finance Officer Joseph Lillio
Human Resources Director Tobin Cosio
Bob Deis, Management Partners/Renne, Sloan, Holtzman & Sakai

Subject: Review Comments Regarding DRAFT Proposed Internal Audit Program Charter and Internal Audit Program Services Request for Proposal (RFP) Documents

You will find my review comments regarding the above-captioned draft documents below. Please be sure that my comments are included in the agenda packet for the next Fiscal Policy and Audit Review Committee Meeting.

Internal Audit Program Charter (Attachment 1) Comments:

1. Purpose Section: No comments
2. How to Prioritize the Work Section: See comments below
 - a. The word "report" in the first sentence is incorrectly shown, it should be "report(s)."
 - b. I recommend that the last sentence in the Section be replaced with the following two sentences: "The City Council expects that the Internal Auditor chosen will closely and continuously work with the City Manager and through him, the Department Heads, to ensure that city operating practices, fiscal performance oversight measures, and program outcome results are accurately reported and continuously improved. Further, City Council directs that the Internal Auditor report any materially-significant adverse auditing results promptly and without professional reservation to the City Council through the Council's Fiscal Policy and Audit Committee."
3. How to Accomplish the Work Section: See comments below
 - a. The second sentence of the second paragraph in the section says, "The results are communicated in a variety of ways, such as: written reports, briefings to the City Council and City Manager, testimony in public, and through consulting and training of City staff." One of the most effective ways to ensure that the culture of financial oversight excellence can be instilled throughout the City of Oxnard, at all levels, is to ensure that each employee's annual performance review includes an evaluation how well that employee has demonstrated understanding, accountable compliance, and professional proficiency with the City's fiscal policies and internal-control operating standards appropriate to that employee's position and span-of-control over city assets and resources. This requirement is particularly significant and should be mandatory for the City Manager's annual performance review of members of the City's Senior Management Team and City Department Heads. I recommend that the City Manager, working with the City Human Resources Director, begin implementation of such steps immediately with unrepresented City Department Heads and members of the Senior Management Team, and as soon as practicable with all other City employees, consistent with any applicable "meet and confer," consultation requirements, as appropriate.

Audit Scope of Services (Attachment 2) Comments

- Scope of Services - II. – A. 1) – Risk Assessment Review Comments:
 - No Comments
- Scope of Services - II. – A. 2) – Internal Control Review Analysis
 - No Comments
- Scope of Services - II. B & C – Performance Audit of City Corps and PACC Programs
 - I request the addition of a third performance audit regarding current Overtime usage, approval and reporting practices, citywide. It is my understanding that citywide overtime usage costs approximated \$7 Million in FY 14-15. At this level, citywide overtime usage costs represent a significantly larger portion of the General Fund budget than do City Corps and PACC Programs subsidies which together total approximately \$2 Million annually.
 - Once the Internal Auditor is selected, the Fiscal Policy and Audit Committee should ask the Internal Auditor to provide the City with their best independent judgement recommendations regarding performance audits for the Public Safety Departments [i.e. Millions in adverse legal settlements not covered by BICEP have a far greater consequential fiscal and operational impact on General Fund solvency than do the City Corps and PACC program subsidies].
- No Cost Estimate of the Proposed Internal Auditor Program Provided:
 - City Staff report says that, *"at this stage it is very difficult to estimate the financial impact of this new program."*
Estimation difficulties should not prevent Senior City Management from providing the Fiscal Policy and Audit Committee, and eventually the City Council, with your best professional judgement regarding a credible, range of cost estimates, properly caveated, for the potential cost of the Internal Audit Program. Properly sourced and professionally caveated program cost estimate preparation is a best management practice commonly found present in effective municipal finance organizations. **Additionally, how will the cost of the Internal Audit Program be funded? Will the cost be apportioned to the budget of each City Department in accordance with a credibly cost-allocation plan? Or will the General Fund absorb the full cost? And if the General Fund is to expected to absorb the cost of the Internal Audit Program, what other programs in the FY 15-16 budget will be "cannibalized" to cover this new General Fund cost center?**

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Laura Hernandez

Agenda Item No. L-4Reviewed By: City Manager JM City Attorney SMF Finance JK Other (Specify) _____

DATE: October 20, 2015

TO: City Council

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Adoption of a Section 457 Deferred Compensation Plan for Part-time, Temporary and Seasonal Employees

RECOMMENDATION:

That City Council:

1. Adopt a resolution authorizing the establishment of the Part-time, Temporary, and Seasonal 457(b) deferred compensation plan; and
2. Authorize the City Manager or designee to execute an agreement with the International City Management Association Retirement Corporation ("ICMA-RC") for administration of the plan.

DISCUSSION:

Section 3121(a) of the Internal Revenue Code ("Code") provides that all compensation for employment is subject to Social Security taxes. The Code requires the City of Oxnard ("City") to pay 6.2% of an employee's compensation and to withhold 6.2% from an employee's compensation for Social Security purposes and remit the amount to the Internal Revenue Service.

An employee may be exempt from mandatory Social Security if the employee participates in an "Alternative Retirement Plan" ("ARP"). The ARP must provide a minimum benefit consisting of a contribution of least 7.5% of an employee's compensation [Code 3121(b)(7)(F) and Treasury Regulation Section 31.3121(b)(7)-2]. Contributions from both the employer and the employee must be used to make up the 7.5% benefit.

The City recommends the establishment of 457(b) Plan as the ARP in lieu of mandatory Social Security taxes. ICMA-RC has been chosen as administrator for the 457(b) deferred compensation plan which is referred to as the Part-time, Temporary and Seasonal (PTS) Plan ("Plan"). The Plan is specifically designed for employees who are part-time, temporary or seasonal, not eligible to enroll in the CalPERS retirement plan. The Plan is an IRS approved alternative to Social Security withholding.

FINANCIAL IMPACT:

In order to comply with the minimum contribution of least 7.5% of an employee's compensation [Code 3121(b)(7)(F) and Treasury Regulation Section 31.3121(b)(7)-2] the City will contribute 3.75% into the PTS Plan and the employee will contribute 3.75% into the PTS Plan for a total of 7.5%. The City's ongoing annual cost of the 3.75% is estimated at approximately \$94,000.

Attachments:

#1 – Resolution

#2 – Administrative Services Agreement

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____

**INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT
CORPORATION GROUP NUMBER 307309**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ADOPT
AND AUTHORIZE THE ESTABLISHMENT OF A NEW SECTION 457(b) PART-
TIME, TEMPORARY, AND SEASONAL DEFERRED COMPENSATION PLAN
ADMINISTERED BY INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION (ICMA-RC)**

WHEREAS, the City Manager and City Council of the City of Oxnard recognizes the valuable services rendered by its employees; and

WHEREAS, the City Council has carefully reviewed whether the establishment of a Part-time, Temporary, and Seasonal deferred compensation plan for such employees serves the interests of the City as an employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City Council has determined that the establishment of a Part-time, Temporary, and Seasonal deferred compensation plan to be administered by the International City Management Association Retirement Corporation will serve the above objectives;

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

1. The City Council hereby adopts the 457(b) deferred compensation plan for part-time, temporary, and seasonal employees, attached hereto as Appendix A, and appoints International City Management Association Retirement Corporation to serve as Administrator.

2. The City Manager, or designee, is hereby authorized to execute agreements and forms to implement the 457(b) deferred compensation plan for part-time, temporary, and seasonal employees.

PASSED AND ADOPTED on this 20th day of October, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Oxnard

Type: 457

Account #: 307309

BS

Attachment No. 2
Page 1 of 11

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2015 (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Oxnard ("Employer"), a City organized and existing under the laws of the State of California with an office at 300 West Third Street, 1st Floor, Oxnard, California 93030.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide" and the accompanying VantageTrust Fund Fees and Expenses document ("Retirement Investment Guide");

The Funds are available only to public employers and only through VantageTrust and ICMA-RC; and

In addition to serving as investment adviser to VantageTrust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to VantageTrust is dependent upon the continued willingness of VantageTrust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative,

investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways.

- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VT Retirement Income Advantage Fund.
- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the

disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the Retirement Investment Guide and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 6 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by

the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 6 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

7. Contribution Remittance

Employer understands that amounts invested through VantageTrust are to be remitted directly to VantageTrust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

8. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777
North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF OXNARD

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By 
Erica McFarquhar
Assistant Secretary

Please return fully executed contract to: New Business Services
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Employer will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other and documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any

time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>

- (j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.
- (l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.
- (m) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Other <u>study session</u>

Prepared By: Jefferson Billingsley *JBB*Agenda Item No. Q-1Reviewed By: City Manager *JM*City Attorney *SJF*Finance *RL*

Other (Specify) _____

DATE: October 12, 2015**TO:** City Council**FROM:** Stephen M. Fischer, Interim City Attorney *SMF***SUBJECT:** Smoking Ordinance Study Session**RECOMMENDATION**

That City Council conduct a study session regarding a potential smoking ordinance and provide direction to staff.

DISCUSSION

The City Council has expressed interest in adopting additional regulations regarding smoking and tobacco products within the City of Oxnard. The City currently has smoking regulations in place regarding the library and adopted a tobacco retailer ordinance in 2012. Staff is bringing forward points to be discussed with the public, business owners and all other interested parties. Although not an exhaustive list, a discussion of the following and any other points of interest will provide necessary direction to staff moving forward. Potential issues that a revised ordinance could address include:

- The geographic scope of smoking restrictions. Would regulations be limited to City property, other public property, or also include private property open to the public?
- Exceptions to the ordinance. Will specific areas or businesses be exempt?
- Will the ordinance encompass only traditional tobacco products or also newer vapor devices and e-cigarettes?
- How will the public be provided notice of the regulations (linked to the geographic scope of the regulations)?
- The effective date of the new or revised regulations. Should requirements/enforcement be phased in over a period of time?
- Enforcement strategies. What are the penalties for violations?

Locally, the most recent smoking regulations were passed by the City of Ventura earlier this year. A copy of that ordinance is attached as an example of a broad smoking prohibition which bans smoking (including e-cigarettes) in many public areas of that City. The City of Camarillo has enacted similar restrictions on smoking in public places, both indoor and outdoor. The County of Ventura has an older,

Smoking Study Session
October 20, 2015
Page 2

less restrictive ordinance prohibiting smoking in places of employment and enclosed public spaces. The rules of the City of Port Hueneme are similar to those of the County.

Staff is ready to move forward pursuant to direction of the City Council.

FINANCIAL IMPACT

There is no fiscal impact at this time.

JBB

Attachment #1 –City of Ventura Smoking Regulations

Chapter 8.350 - Smoking Regulations^[9]

Footnotes:

--- (9) ---

Editor's note—Ord. No. 2015-004, adopted May 11, 2015, amended ch. 8.350 in its entirety to read as herein set out. Former ch. 8.350 pertained to the same subject matter, and derived from the 1971 Code.

Cross reference— Fire regulations, ch. 14.010.

Sec. 8.350.010. - Findings and purpose.

A. The city council of the City of San Buenaventura finds that:

1. Numerous studies have found that tobacco smoke or the smoke of any other weed or plant is a major contributor to indoor air pollution;
2. Reliable studies have shown that breathing secondhand smoke is a significant health hazard for all population groups;
3. Health hazards induced by breathing secondhand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction and bronchospasm;
4. Numerous studies have shown that a majority of both nonsmokers and smokers desire to have restriction on smoking in public places and places of employment;
5. Smoking is a potential cause of fires, and cigarette and cigar burns and ash stains on merchandise and fixtures cause losses to businesses; and
6. Smoking is a positive danger to health and a cause of material annoyance, inconvenience, discomfort and health hazard to those who are present in areas exposed to secondhand smoke;

B. The purposes of this chapter are:

1. To protect the public health, safety and welfare by prohibiting smoking in public places and places of employment.
2. To strike a reasonable balance between the needs of persons who smoke and the guarantee to nonsmokers of the right to breathe smoke-free air, and to recognize that, where these conflict, the need to breathe smoke-free air shall have priority.
3. To treat electronic smoking devices in the same manner as conventional cigarettes and tobacco products.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.020. - Definitions.

The following words, phrases and terms, as used in this chapter, shall be construed as defined in this section:

Bar means an area which is primarily devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of such beverages. Although a restaurant may contain a bar, the term "bar" shall not include the restaurant dining area.

Business means any sole proprietorship, joint venture, corporation or any other business entity formed for profit-making purposes, including retail establishments where goods or services are sold, as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

City means the City of San Buenaventura, California.

Electronic smoking device means an electronic or battery-operated device that delivers vapors of nicotine and/or other substances for inhalation. This term includes every variation and type of such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, a vapor cigarette or any other similar product. This term does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment or prevention of diseases.

Employee means any person who is employed or retained by any employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a nonprofit entity, business, or employer.

Employer means any person or business, including a public entity or nonprofit entity, who retains the services of one or more individual persons.

Enclosed area means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passageways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, such as "office landscaping" or similar structures.

Home occupation means any nonresidential use within a dwelling which is permitted by the city's regulations.

Incidental food sales/service means the sale or service of food products in a bar if such sale/service constitutes 25 percent or less of the annual gross income of the bar.

Nonprofit entity means any corporation, unincorporated association or other entity created for charitable, philanthropic, educational, character-building, political, social or other similar purposes, the net proceeds from the operations of which are committed to the promotion of the objectives of the entity and not to private gain. A public entity is not a "nonprofit entity" within the meaning of this section.

Open space means a natural, open space area owned, used, or maintained by the city, and devoted to habitat, agriculture, or passive recreation and not designated a park by the city.

Person means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

Place of employment means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and rest rooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care or health care facility.

Public entity means any county, municipality, school or special district or political subdivision of the state, to the extent such public entity is subject to the jurisdiction of the city.

Public place means any area to which the public is invited or in which the public is permitted, including, but not limited to, banks, educational facilities, health facilities, shopping malls, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, hotels and motels, theaters and waiting rooms. A private residence is not a "public place."

Public park means any park, reservation, playground, swimming pool, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation.

Restaurant means any coffee shop, cafeteria, sandwich stand, private and public school cafeteria, including any associated outdoor eating area, and any other eating establishment which gives or offers for sale food to the public, guests, or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering functions, except that the term "restaurant" shall not include a "bar."

Retail tobacco store means a retail store utilized primarily for the sale of tobacco products and tobacco paraphernalia and in which the sale of other products is merely incidental.

Service line means any indoor or outdoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

Smoke or *smoking* means the carrying, inhaling, or emitting the fumes or vapors of a lighted or activated pipe, cigar, cigarette, electronic smoking device, or any other lighted or activated smoking product or equipment used to burn any tobacco product, weed, plant, or other combustible substance in any manner or in any form. Smoke does not mean the combustion of material solely for olfactory purposes such as, for example, smoke from incense, that does not contain any tobacco or nicotine, or the emissions from a product specifically approved by the United State Food and Drug Administration for use in mitigating or preventing disease.

Sports arena means enclosed or unenclosed sports pavilions, gymnasiums, health spas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

Tobacco product means any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, certain dissolvables that are not "smokeless tobacco," snuff, or any other form of tobacco, including products derived from tobacco, or synthetically produced nicotine, which may be utilized for smoking, chewing,

inhaling, or other manner of ingestion or consumption. This term does not include any smoke cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

Tobacco paraphernalia means cigarette papers or wrappers, pipes, cigarette rolling machines, and any other item designed for the consumption or preparation of tobacco products. This term includes accessories necessary for the use of electronic smoking devices, such as, but not limited to, cartridges, cartomizers, atomizers, e-liquid, smoke juice, tips, electronic smoking device batteries, electronic smoking device chargers, and any other item specifically designed for the preparation, charging, or use of electronic smoking devices.

Tobacco vending machine means any electronic or mechanical device or appliance the operation of which depends upon the insertion of money, whether in coin or paper currency, or other things representative of value, which dispenses or releases a tobacco product.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.030. - Smoking regulations.

A. *Prohibition of smoking in public places.* Except as otherwise provided, smoking shall be prohibited in all public places within the city, including, but not limited to, the following areas, which are specified for purposes of example and not limitation:

1. All areas available to and customarily used by the general public while at all public entities, businesses, and nonprofit entities, including, but not limited to, offices (such as attorneys, doctors, and other professionals), banks, retail stores, and shopping centers and malls.
2. Buses, trolleys, taxicabs and other means of public transit provided by or under the authority of the city, and in ticket, boarding and waiting areas of public transit depots.
3. Elevators, escalators, and stairways.
4. Public restrooms.
5. Service lines.
6. Libraries, museums, and galleries.
7. All indoor and outdoor reception and waiting areas.
8. Waiting rooms, dining rooms, recreation rooms, lounges, hallways, wards and semiprivate rooms of private and public health facilities, including, but not limited to, hospitals, clinics, physical therapy facilities, senior care facilities, drug and alcohol treatment facilities, and doctors' and dentists' offices.
9. Child day care facilities as defined in the California Health and Safety Code and private residences while used as a family day care home.
10. Within any facility which is primarily used for, or designed for the primary purpose of exhibiting any motion picture, stage drama, lecture, musical recital or other similar performance, except when smoking is part of a stage production.
11. Video arcades, bingo parlors, game rooms, pool halls, dance halls, and other amusement and entertainment centers.
12. Indoor and outdoor areas of sports arenas, health and fitness clubs, auditoriums, and other facilities used for sports, recreation and fitness purposes.
13. Bowling centers, including, but not limited to, bowling lanes, bowlers' settees, visitors' settees

and concourses.

14. Rooms, chambers, halls, or other places used for public meetings or public assembly, during such time as a public meeting is in progress.
15. Restaurants, including outdoor seating areas, whether or not in private clubs.
16. Restaurant-bar combinations, including those in private clubs.
17. Bars, including those in private clubs.
18. Retail food marketing establishments, including, but not limited to, grocery stores, supermarkets, and farmer's markets.
19. Beauty and personal care salons and barber shops.
20. Laundromats.
21. Common areas in apartment buildings, condominiums, retirement facilities, nursing homes, and dormitories.
22. Hotel and motel facilities, except as provided in subsection 8.350.030.C.
23. Educational facilities.
24. Polling places.
25. Any public park, including the Ventura Pier and Promenade, except that smoking shall be permitted on golf courses where not otherwise prohibited by law.
26. Public beaches.
27. Public gardens.
28. Any open space.
29. Inside all facilities owned, leased or controlled by the city.

Notwithstanding any other provision of this section, any owner, operator, manager, or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment, whether enclosed or not.

B. *Regulation of smoking in places of employment.*

1. Smoking is prohibited in all enclosed areas within places of employment. Each employer associated with each such place of employment shall make reasonable efforts, as necessary, to ensure that all enclosed areas in the place of employment controlled by such employer are free from tobacco smoke or other smoke emanating from smoking products.
2. All employers shall comply with these nonsmoking provisions and shall be responsible for their implementation in their places of employment.
3. Employers shall post "No Smoking" signs in accordance with section 8.350.060 of this chapter.
4. Places of employment exempt from the prohibition on smoking in other sections of this chapter shall be exempt from this section.

C. *Smoking optional areas.* Notwithstanding any other provisions of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:

1. Private residences, except when used as a child care or health care facility.
2. Retail and wholesale tobacco shops, in conformance with state law.
3. Dwellings used for home occupations employing one or more employees other than residents, during the hours the residence is used for business.
4. Hotel and motel rooms rented to guests provided each hotel and motel designates not less

than 50 percent of its guest rooms as nonsmoking rooms.

5. Lobbies, meeting and banquet rooms in hotels and motels, in conformance with state law.
6. Employee breakrooms designated for smoking, in conformance with state law.
7. An enclosed place of employment which is solely owner-operated and employs no other employees.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.040. - Tobacco products and paraphernalia and sale thereof.

A. *Regulation of tobacco products.*

1. *Signage.* Any person in the business of selling or otherwise distributing or marketing cigarettes, electronic smoking devices, or other tobacco products or paraphernalia for commercial purposes shall conspicuously post at each point of sale signs that meet the following specifications:
 - (a) Contain the following words with initial letters capitalized in the following manner:
"The Sale Of Tobacco Products To Persons Under 18 Years Of Age Is Prohibited By Law.
Valid Identification May Be Required. To Report An Unlawful Tobacco Sale, Call 1-800-5ASK-4-ID. Business and Professions Code Section 22952."
 - (b) Be square in shape and no smaller than 5.5 inches high by 5.5 inches wide (30.25 square inches) or be rectangular in shape and no smaller than 3.66 inches high by 8.5 inches wide (31.11 square inches). A sign may be larger; however, the sign shall be proportionate to one set of the dimensions set forth in this subdivision. The sign must be printed in ink that is of high contrast from the color of the background material. The size, typeface, and weight of the lettering must be in conformance with California Code of Regulations, Title 17, Section 6902.

Signs may be available from the Tobacco Education Clearing House of California at www.tobaccofreecatalog.org.
2. *Identification.* No person or employee shall sell, offer to sell or permit to be sold, any tobacco products and paraphernalia or electronic smoking device to any purchaser who appears to be under 27 years of age, without first verifying by means of photographic identification containing the bearer's date of birth that the purchaser is not under 18 years of age.
3. *[Promotion of products regulated.]* No person in the business of selling or otherwise distributing or marketing cigarettes, electronic smoking devices, or other tobacco or smoking products or paraphernalia for commercial purposes shall, in the course of such business, distribute any cigarette, electronic smoking device, or other tobacco product or tobacco paraphernalia, or coupon, certificate, or other written material which may be redeemed for such without charge, to any person on a public street or sidewalk or in a public park or on other public grounds.
4. *Tobacco vending machine prohibited.* No tobacco product or paraphernalia or electronic smoking device may be sold, offered for sale or distributed by or from a vending machine or appliance, or any other device designed or used for vending purposes.
5. *Self-service display.* No person or employee shall sell, offer for sale, or display for sale, any tobacco product or paraphernalia, or electronic smoking device, by means of a self-service display or by any means other than vendor or employee-assisted sales.
- 6.

Vendor or employee assistance required. All electronic smoking devices, cigarettes, and tobacco products or paraphernalia shall be displayed and offered for sale exclusively by means of vendor or employee assistance, and placement of such products shall be in a location which requires retrieval by vendor or employee assistance.

- B. *Out of package sales.* No person shall sell or offer for sale cigarettes, electronic smoking devices, or other tobacco or smoking products or paraphernalia not in the original packaging provided by the manufacturer and with all required health warnings.
- C. *Disposal of smoking waste.* No person shall dispose of any cigarette, cigar, tobacco, or any part of a cigarette or cigar, in any place where smoking is prohibited under this chapter, except in a designated waste disposal container.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.050. - Reserved.

Sec. 8.350.060. - Posting of signs.

- A. Except in facilities owned or leased by county, state or federal governmental entities, "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently, and conspicuously posted in every building or other place where smoking is prohibited by this chapter, by the owner, operator, manager, employer or other person having control of such building or other place. Signs of equivalent size and character reading "Smoking is prohibited except in designated areas" shall be posed at each entrance to a building or structure where smoking is permitted in designated areas. Signs of equivalent size and character reading "Smoking Permitted" may be posted where legally applicable. Alternative means of notification (individual place cards, film clips, etc.) may be employed, provided they are equivalent to the aforementioned signs in their effect. In all motion picture theaters, illuminated "No Smoking" signs shall be installed so as to be readily visible from all seats.
- B. Every restaurant shall have posted within every entrance a conspicuous sign clearly stating that smoking is prohibited.
- C. Every hotel and motel shall have signs posted conspicuously in the registration and lobby areas which state that nonsmoking rooms are maintained and may be available; rooms designated as being nonsmoking shall have signs designating such restriction conspicuously placed within the room.
- D. The city manager may adopt such regulations as are reasonably necessary to carry out the purpose and intent of this section.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.070. - Enforcement method and penalties.

- A. *Enforcement.*
 - 1. Notice of the provisions set forth within this chapter may be given to all applicants for a business license.
 - 2. Enforcement of this chapter shall be implemented by the city manager, or his or her designee.
 - 3. Any citizen who desires to register a complaint under this chapter may initiate such a complaint with the city manager or his or her designee.
 - 4. Notwithstanding any other provisions of this chapter, a private citizen may bring legal action to enforce this chapter.

B. *Violations.*

1. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with any of its provisions.
2. It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

C. *Remedies and nonexclusive penalties.*

1. Infraction. A violation of this chapter is an infraction and shall be punished as such according to the provisions of chapter 1.150 of this Code.
2. Punishment under this section shall not preclude punishment pursuant to Business and Professions Code Section 22958 related to tobacco sales to minors, or pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4, or any other law proscribing the act of littering. Nothing in this section shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.080. - Nonretaliation.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee or applicant for employment because such employee or applicant exercises any right to a smoke-free environment afforded by this chapter.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.090. - Other applicable laws.

This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable law.

The provisions of this Chapter do not apply to playgrounds or tot lot sandbox areas, in and around which smoking is prohibited by California Health and Safety Code Section 104495.

(Ord. No. 2015-004, § 1, 5-11-15)

Sec. 8.350.100. - Reserved.