

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. 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

February 25, 2014

5:00 P.M. – CLOSED SESSION

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration 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 - (Please see page 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of Proclamation Designating March 6, 2014 as "Soroptimist STOP Human Trafficking and Sexual Slavery Awareness 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. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2014 (Fiscal Year 2013-14). (001)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Public Works Department

1. SUBJECT: Water Supply Outlook & Drought Response. (021)
RECOMMENDATION: 1) Receive a report on the City's water supply outlook and water conservation programs that are available to City water customers; and 2) Adopt a resolution recognizing the statewide water supply shortage and urging water customers to reduce water usage by twenty percent.
Legislative Body: CC Contact: Rob Roshanian Phone: 385-7682

L. 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 Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
Legislative Body: CC Contact: Rob Roshanian Phone: 385-7893

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

1. SUBJECT: Appointment of Education Committee Representative(s) - (Mayor Flynn).

City Clerk Department

2. SUBJECT: Appointment of Citizen Advisory Groups. (025)
RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Three members to the Commission on Homelessness; (b) One member to the Senior Services Commission; and 2) That the City Council appoint: (a) One member to the Planning Commission; and (b) Two members to the Community Relations Commission.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Appointments to the Youth Commission. (031)
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint 21 members of the Youth Commission from the following categories: 1) Fifteen members between the ages of thirteen and nineteen years old; 2) Four members between the ages of eighteen and twenty-five years old; and 3) Two members from the City Council.
Legislative Body: CC Contact: Grace Magistrale Hoffman Phone: 385-7430

Human Resource Department

4. SUBJECT: Selection of Executive Recruiter for City Attorney Recruitment. (035)
RECOMMENDATION: Select an executive recruiter for the City Attorney recruitment.
Legislative Body: CC Contact: Michelle Téllez Phone: 385-7590

N. 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.

O. 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.

P. STUDY SESSION

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (063)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
2. SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF) Allocations for FY 2013/14. (067)
RECOMMENDATION: 1) Adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of TDA funds as follows: (a) Gold Coast Transit (GCT) to receive \$5,578,844 of the City's Article 4 LTF allocation for FY 2012/13 to support and develop the public transportation system in Ventura County; (b) The City's transit services program to receive \$700,000 of Article 8c LTF funding for its transit operations Program; and (c) Use of \$1,754,797 from the City's LTF balance to be utilized for streets and roads purposes (Article 8a); and 2) Authorize the City Manager to make the necessary budget allocations consistent with the resolution.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7430

Development Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Public Art Funds. (071)
RECOMMENDATION: 1) Authorize the Cultural Arts Committee to disburse Public Art funds in the amount of \$25,000 for the purpose of providing additional funding to various cultural arts organizations, programs, and artists for the 2013-14 Grant program; and 2) Approve a one-time appropriation in the amount of \$25,000 from fund balance of the Public Art Fund.
Legislative Body: CC Contact: Matthew Winegar Phone: 385-7896

Finance Department

4. SUBJECT: Lease Amendment for Boys & Girls Club. (073)
RECOMMENDATION: Approve a First Amendment to the original Ground Lease Agreement, dated August 11, 1998, with the Boys & Girls Club of Oxnard (A-7649), for the purpose of permitting a pre-school center to be operated within the club facility.
Legislative Body: CC Contact: Rena Bassett Phone: 385-7472
5. SUBJECT: Cancellation of Special Tax Lien and Dissolution of Community Facilities District No. 88-1. (117)
RECOMMENDATION: Acting as the legislative body of Community Facilities District No. 88-1 (Oxnard Town Center) ("CFD 88-1") approve the first reading by title only and subsequent adoption of an ordinance dissolving CFD 88-1 and dissolving all associated liens thereof.
Legislative Body: CC Contact: Mike More Phone: 385-7480

C. CLOSED SESSION – (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.

CC On the advice of the Interim City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in 7 potential cases, pursuant to Government Code section 54956.9(d)(4).

The Interim City Manager and Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

T. ADJOURNMENT



INFORMATION ONLY

NO ACTION REQUIRED

DATE: February 13, 2014

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in cursive script that reads "James Cameron".

SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2014
(Fiscal Year 2013-14)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending January 31, 2014. Because this report includes year-end accruals for Fiscal Year 2012-2013, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending January 31, 2014**

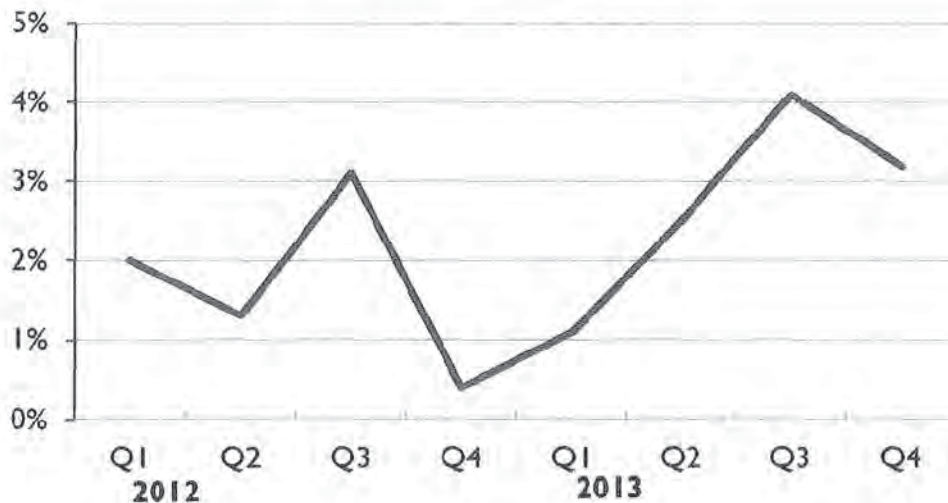
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Economic & Budget Trends

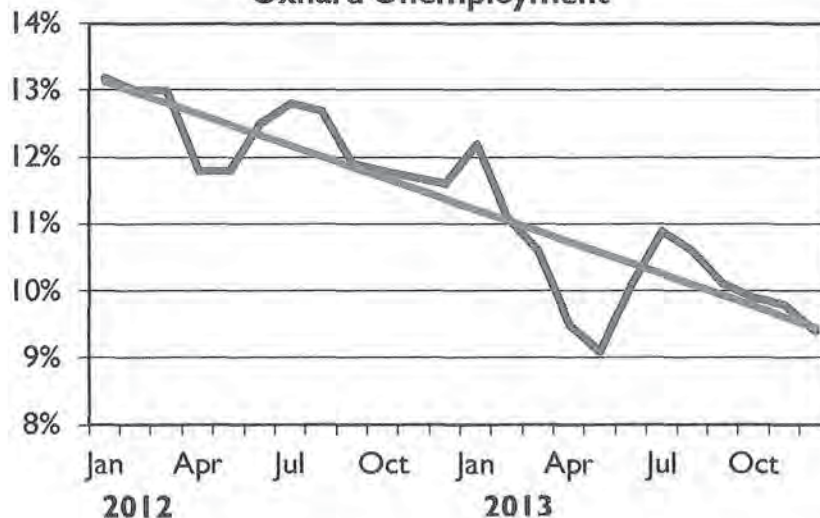
The economic trend through the 4th quarter has been strong; however more recent data has been mixed. The Gross Domestic Product (GDP) Advance Estimate was a strong 3.2% for the 4th quarter following 4.1% in the 3rd quarter. Retail sales in January were up a modest 2.6% with autos up 4.1%; and consumer confidence rose to 80.7 from 77.5 in December. Finally, while the unemployment rate continued to decline to 6.6%, only 113,000 jobs were created, following a weak December of only 75,000 jobs.

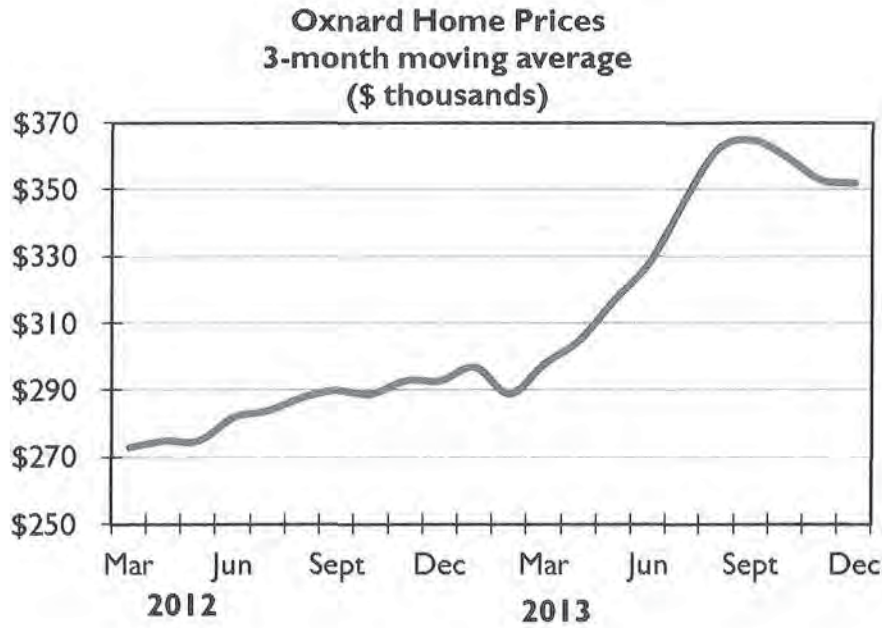
Gross Domestic Product (GDP)



On the local level, unemployment and housing trends continue to be positive.

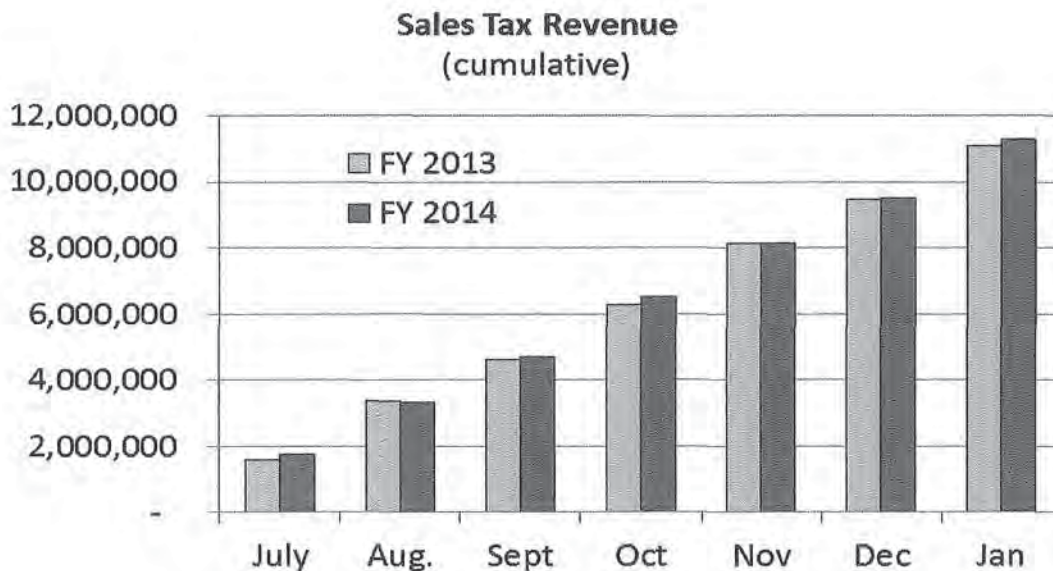
Oxnard Unemployment





Employment in Oxnard has gradually increased with over 1,000 jobs added in the last year through December. The unemployment rate has fallen to 9.4% from 11.6% a year ago. Local numbers are not seasonally adjusted and the summer months consistently show a moderate drop in the number of jobs.

While housing prices have flattened as shown in the previous chart, December prices were more than 20% higher than a year ago. The three month moving average is used due to the higher volatility.



Sales tax revenues (excluding the triple-flip) are slightly lower than expected although 2% higher through January compared to last year. This is due to a one-time reallocation to Fillmore by the Board of Equalization and the timing of certain payments.

The FY 2013-14 revenues are consistently higher than a year ago and overall, expenditures are lower through January. In addition to the increase in sales tax shown above, the total amount including triple-flip is up 3%. Other revenues include a one-time reimbursement from the County for prior charges. Overall expenditures were 1% lower than last year in spite of a 3% increase in Public Safety primarily due to overtime costs.

**General Fund Revenues
January Compared to Prior Year**

Property Taxes		4%
Sales Tax		3%
Other		20%
All Revenues		10%

**General Fund Expenditures
January Compared to Prior Year**

Public Safety		3%
Culture & Recreation		0%
Other		-13%
All Expenditures		-1%

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,861,000	\$ 26,861,000	\$ 14,791,821 a
Property Tax in-lieu of Vehicle License Fee	14,755,000	14,755,000	7,366,998
Sales Tax	26,751,000	26,751,000	11,034,786 b
Other Taxes and Fees	12,977,000	12,977,000	5,933,289 c
Licenses and Permits	1,967,000	1,967,000	1,437,689
Intergovernmental	12,939,000	12,939,000	7,208,389 c
Charges for Services	8,489,000	8,489,000	4,757,759
Fines and Forfeitures	591,000	591,000	184,017 c
Investment Earnings	103,000	103,000	75,207
Miscellaneous	2,976,000	3,051,000	3,316,122
Total Operating Revenues	\$ 108,409,000	\$ 108,484,000	\$ 56,106,077
Operating Expenditures			
General Government	10,644,903	10,651,803	4,990,139
Public Safety	64,738,295	64,727,295	35,728,571
Transportation	2,343,658	2,343,658	1,353,234
Community Development	8,903,327	8,957,904	4,918,876
Culture and Recreation	15,721,355	15,732,878	8,868,567
Total Operating Expenditures	\$ 102,351,538	\$ 102,413,538	\$ 55,859,387
NET REVENUES FROM OPERATIONS	\$ 6,057,462	\$ 6,070,462	\$ 246,690

Notes:

- a Current year receipts reduced for year-end accrual of \$582,616.
- b Current year receipts reduced for year-end accrual of \$4,568,261 to prior year.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$1,492,657.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ 37,000
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>37,000</u>
Non-operating Uses			
Capital outlay	75,000	176,000	296,331
Transfers out	<u>6,019,462</u>	<u>5,931,462</u>	<u>549,130</u> d
Sub-total Non-operating Uses	<u>6,094,462</u>	<u>6,107,462</u>	<u>845,461</u>
NET NON-OPERATING SOURCES AND USES	\$ (6,057,462)	\$ (6,070,462)	\$ (808,461)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>561,771</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 561,771
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

- d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.
e Temporary use of fund balance, including Measure O, due to lag in property taxes and accruals.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 6,111,812 a
Investment Earnings	<u>90,000</u>	<u>90,000</u>	<u>89,140</u>
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 6,200,952
Operating Expenditures			
General Government	50,000	111,449	37,458
Public Safety	3,002,642	4,637,700	2,207,332
Transportation	900,000	1,137,568	456,077
Community Development	420,000	420,000	268,944
Culture and Recreation	<u>1,299,000</u>	<u>1,462,250</u>	<u>862,493</u>
Total Operating Expenditures	\$ 5,671,642	\$ 7,768,967	\$ 3,832,304
NET REVENUES FROM OPERATIONS	\$ 5,418,358	\$ 3,321,033	\$ 2,368,648
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	<u>-</u>	<u>-</u>	<u>-</u>
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	<u>745,000</u>	<u>11,144,618</u>	<u>896,563</u>
Sub-total Non-operating Uses	745,000	11,144,618	896,563
NET NON-OPERATING SOURCES AND USES	\$ (745,000)	\$ (11,144,618)	\$ (896,563)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	5,662,943	953,573 b
Appropriated Fund Balance	<u>-</u>	<u>4,160,000</u>	<u>873,458</u>
TOTAL USE OF FUND BALANCE	\$ -	\$ 9,822,943	\$ 1,827,031
FISCAL YEAR BALANCE	\$ 4,673,358	\$ 1,999,358	\$ 3,299,116

Notes:

- a Current year receipts reduced for year-end accrual of \$2,087,400 to prior year.
b Carryover of prior year project balances.

**City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 3,268,385	\$ 11,273,318	\$ 7,019,108
Fines and forfeitures	-	-	31,883
Investment Earnings	-	-	7,324
Miscellaneous	-	97,099	99,456
Total Operating Revenues	\$ 3,268,385	\$ 11,370,417	\$ 7,157,771
Operating Expenditures			
General Government	-	-	-
Public Safety	561,292	7,901,502	2,785,981
Transportation	-	660,313	6,876
Community Development	1,789,998	9,152,906	3,030,536
Culture and Recreation	37,940	473,200	101,321
Total Operating Expenditures	\$ 2,389,230	\$ 18,187,921	\$ 5,924,714
NET REVENUES FROM OPERATIONS	\$ 879,155	\$ (6,817,504)	\$ 1,233,057
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,026,317	13,698,605	1,942,807
Transfers out	-	-	-
Sub-total Non-operating Uses	1,026,317	13,698,605	1,942,807
NET NON-OPERATING SOURCES AND USES	\$ (1,026,317)	\$ (13,698,605)	\$ (1,942,807)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	20,182,655	1,939,151
From/(to) Available Fund Balance	147,162	333,454	(1,229,401) a
TOTAL USE OF FUND BALANCE	\$ 147,162	\$ 20,516,109	\$ 709,750
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 12,000,000	\$ 12,000,000	\$ 6,891,469
Licenses and Permits	804,000	804,000	778,652
Intergovernmental	5,639,816	5,639,816	3,598,109
Growth and Development Fees	2,717,000	2,717,000	2,359,073
Charges for services	110,000	110,000	80,740
Fines and forfeitures	320,000	320,000	61,961
Investment Earnings	311,401	311,401	282,829
Special Assessments	9,133,079	9,133,079	4,384,846
Miscellaneous	1,354,500	1,362,050	1,618,600
Total Operating Revenues	\$ 32,389,796	\$ 32,397,346	\$ 20,056,279
Operating Expenditures			
General Government	253,177	253,177	139,650
Public Safety	20,631,913	20,631,913	11,150,557
Transportation	6,608,532	6,677,352	3,373,773
Community Development	9,400	42,938	59,948
Culture and Recreation	5,124,470	5,124,470	3,047,335
Total Operating Expenditures	\$ 32,627,492	\$ 32,729,850	\$ 17,771,263
NET REVENUES FROM OPERATIONS	\$ (237,696)	\$ (332,504)	\$ 2,285,016
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,839,750	\$ 6,839,750	\$ - a
Bond Proceeds	-	-	-
Sub-total Non-operating Sources	6,839,750	6,839,750	-
Non-operating Uses			
Interest Expense	3,899,829	3,899,829	967,091
Payment of Principal	4,134,322	4,134,322	628,340
Capital Outlay	1,811,580	19,692,591	2,091,631
Transfers out	1,788,471	1,788,101	- a
Sub-total Non-operating Uses	11,634,202	29,514,843	3,687,062
NET NON-OPERATING SOURCES AND USES	\$ (4,794,452)	\$ (22,675,093)	\$ (3,687,062)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	16,594,175	1,950,119
Appropriated Fund Balance	-	1,471,345	-
From Available Fund Balance	5,032,148	4,942,077	(548,073)
TOTAL USE OF FUND BALANCE	<u>\$ 5,032,148</u>	<u>\$ 23,007,597</u>	<u>\$ 1,402,046</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

- a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Water Funds
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 46,620,000	\$ 46,620,000	\$ 27,941,971
Security/Contamination Prevention Fees	870,000	870,000	167,546
Miscellaneous and Reimbursements	<u>5,000</u>	<u>150,000</u>	<u>4,100</u>
Total Operating Revenues	<u>\$ 47,495,000</u>	<u>\$ 47,640,000</u>	<u>\$ 28,113,617</u>
Operating Expenditures			
Salaries and Wages	5,321,501	5,321,501	2,569,963
Contracts and Services	2,227,546	2,227,546	811,705
Operating Supplies	2,001,650	2,501,650	473,711
Water Acquisition	18,784,000	18,784,000	11,241,169
General and Administrative	<u>4,302,582</u>	<u>4,617,582</u>	<u>2,521,791</u>
Total Operating Expenditures	<u>\$ 32,637,279</u>	<u>\$ 33,452,279</u>	<u>\$ 17,618,339</u>
NET REVENUES FROM OPERATIONS	<u>\$ 14,857,721</u>	<u>\$ 14,187,721</u>	<u>\$ 10,495,278</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	1,794,465 ^a
Investment Earnings	2,184,000	2,184,000	1,456,280
Connection Fees	<u>1,090,000</u>	<u>1,090,000</u>	<u>1,112,934</u>
Sub-total Non-operating Sources	<u>5,341,900</u>	<u>5,341,900</u>	<u>4,363,679</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	20,325,000	28,814,812	1,256,139
Interest Expense	11,250,259	11,250,259	6,902,029
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
Sub-total Non-operating Uses	<u>31,575,259</u>	<u>40,065,071</u>	<u>8,158,168</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (26,233,359)</u>	<u>\$ (34,723,171)</u>	<u>\$ (3,794,489)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,864,734)	(3,864,734)	(1,802,412)
Designated for Authorized Projects & Encumbrances	-	14,196,564	4,257,031
Use of Bond Principal	-	(5,807,166)	(3,886,930)
From/(To) Capital Reserve	<u>15,240,372</u>	<u>16,010,786</u>	<u>(5,268,478)</u>
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ 11,375,638</u>	<u>\$ 20,535,450</u>	<u>\$ (6,700,789)</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.

**City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 30,010,000	\$ 30,010,000	\$ 14,236,349
Security/Contamination Prevention Fees	350,000	350,000	-
Miscellaneous and Reimbursements	770,000	770,000	165,547 ^a
Total Operating Revenues	\$ 31,130,000	\$ 31,130,000	\$ 14,401,896
Operating Expenditures			
Salaries and Wages	7,035,467	7,035,467	3,417,073
Contracts and Services	5,047,927	5,438,218	3,418,302
Operating Supplies	1,747,500	1,747,500	915,678
General and Administrative	3,513,420	3,513,420	1,845,546
Total Operating Expenditures	\$ 17,344,314	\$ 17,734,605	\$ 9,596,599
NET REVENUES FROM OPERATIONS	\$ 13,785,686	\$ 13,395,395	\$ 4,805,297
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	100,000	100,000	74,108
Connection Fees	210,000	210,000	1,191,047
Sub-total Non-operating Sources	310,000	310,000	1,265,155
Non-operating Uses			
Capital Outlay (non-debt financed)	5,400,000	9,586,006	352,534
Interest Expense	6,744,616	7,063,696	3,693,399
Sub-total Non-operating Uses	12,144,616	16,649,702	4,045,933
NET NON-OPERATING SOURCES AND USES	\$ (11,834,616)	\$ (16,339,702)	\$ (2,780,778)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,715,183)	(4,715,183)	(874,756)
Designated for Authorized Projects & Encumbrances	-	4,477,029	153,944
Appropriated Fund Balance	-	418,348	245,325
From/(To) Capital Reserve	2,764,113	2,764,113	(1,549,032)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,951,070)	\$ 2,944,307	\$ (2,024,519)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,970,000	\$ 43,970,000	\$ 21,321,576 a
Security/Contamination Prevention Fees	80,000	80,000	121
Miscellaneous and Reimbursements	<u>270,000</u>	<u>270,000</u>	<u>255,956</u>
Total Operating Revenues	<u>\$ 44,320,000</u>	<u>\$ 44,320,000</u>	<u>\$ 21,577,653</u>
Operating Expenditures			
Salaries and Wages	7,607,149	8,207,126	3,782,232
Operating Supplies	584,400	848,486	161,083
Contracts and Services	26,378,449	23,401,293	12,650,135
General and Administrative	<u>3,846,790</u>	<u>4,164,070</u>	<u>2,410,432</u>
Total Operating Expenditures	<u>\$ 38,416,788</u>	<u>\$ 36,620,975</u>	<u>\$ 19,003,882</u>
NET REVENUES FROM OPERATIONS	<u>\$ 5,903,212</u>	<u>\$ 7,699,025</u>	<u>\$ 2,573,771</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	20,000	20,000	43,044
Connection Fees	<u>60,000</u>	<u>60,000</u>	<u>63,956</u>
Sub-total Non-operating Sources	<u>80,000</u>	<u>80,000</u>	<u>107,000</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	232,000	3,268,899	183,546
Interest Expense	606,126	606,126	420,255
Transfers out	<u>62,097</u>	<u>62,097</u>	<u>37,000 b</u>
Sub-total Non-operating Uses	<u>900,223</u>	<u>3,937,122</u>	<u>640,801</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (820,223)</u>	<u>\$ (3,857,122)</u>	<u>\$ (533,801)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,685,551)	(3,685,551)	(1,378,311)
Designated for Authorized Projects & Encumbrances	-	11,926	-
Appropriated Fund Balance	-	1,175,426	170,519
From/(To) Capital Reserve	<u>(1,397,438)</u>	<u>(1,343,704)</u>	<u>(832,178)</u>
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ (5,082,989)</u>	<u>\$ (3,841,903)</u>	<u>\$ (2,039,970)</u>
FISCAL YEAR BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Notes:

a Current year revenues reduced by FY 2013 accruals.

b Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Golf
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,200,000	\$ 4,200,000	\$ 2,390,908
Miscellaneous and Reimbursements	-	-	-
Total Operating Revenues	\$ 4,200,000	\$ 4,200,000	\$ 2,390,908
Operating Expenditures			
Salaries and Wages	60,290	60,290	33,636
Operating Supplies	-	-	-
Contracts and Services	3,585,324	3,585,324	2,207,129
General and Administrative	195,716	195,716	121,016
Total Operating Expenditures	\$ 3,841,330	\$ 3,841,330	\$ 2,361,781
NET REVENUES FROM OPERATIONS	\$ 358,670	\$ 358,670	\$ 29,127
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(12,424)
Sub-total Non-operating Sources	-	-	(12,424)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	116,200	116,200	116,200
Transfers out	-	-	-
Sub-total Non-operating Uses	196,700	196,700	116,200
NET NON-OPERATING SOURCES AND USES	\$ (196,700)	\$ (196,700)	\$ (128,624)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(972,223)	(972,223)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (972,223)	\$ (972,223)	\$ -
FISCAL YEAR BALANCE	\$ (810,253)	\$ (810,253)	\$ (99,497)

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 440,000	\$ 440,000	\$ 253,274
Miscellaneous	<u>20,000</u>	<u>20,000</u>	<u>7,550</u>
Total Operating Revenues	<u>\$ 460,000</u>	<u>\$ 460,000</u>	<u>\$ 260,824</u>
Operating Expenditures			
Salaries and Wages	1,071,219	1,071,219	557,297
Operating Supplies	300	300	156
Contracts and Services	252,355	252,355	161,201
General and Administrative	<u>172,511</u>	<u>172,511</u>	<u>106,509</u>
Total Operating Expenditures	<u>\$ 1,496,385</u>	<u>\$ 1,496,385</u>	<u>\$ 825,163</u>
NET REVENUES FROM OPERATIONS	\$ (1,036,385)	\$ (1,036,385)	\$ (564,339)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	528,010 a
Investment Earnings	<u>-</u>	<u>-</u>	<u>(10,428)</u>
Sub-total Non-operating Sources	<u>905,160</u>	<u>905,160</u>	<u>517,582</u>
Non-operating Uses			
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>
Sub-total Non-operating Uses	<u>-</u>	<u>-</u>	<u>-</u>
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 517,582
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	<u>-</u>	<u>-</u>	<u>-</u>
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FISCAL YEAR BALANCE	<u>\$ (131,225)</u>	<u>\$ (131,225)</u>	<u>\$ (46,757)</u>

Notes:

City of Oxnard
Housing Set-aside Successor Agency Fund
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 3,439
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	65,445 ^a
Total Operating Revenues	\$ -	\$ -	\$ 68,884
Operating Expenditures			
Salaries and Wages	-	-	91,410
Contracts and Services	-	-	-
General and Administrative	-	-	3,414
Total Operating Expenditures	\$ -	\$ -	\$ 94,824
NET REVENUES FROM OPERATIONS	\$ -	\$ -	\$ (25,940)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	-	-	157,900
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	157,900
NET NON-OPERATING SOURCES AND USES	\$ -	\$ -	\$ (157,900)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	183,840
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 183,840
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Housing set-aside deposit.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ - a
Rental Income	-	-	27,681
Miscellaneous and Reimbursements	-	-	109,555
Total Operating Revenues	\$ -	\$ -	\$ 137,236
Operating Expenditures			
Salaries and Wages	-	-	276,341
Contracts and Services	-	-	142,737
General and Administrative	250,000	250,000	238,939
Total Operating Expenditures	\$ 250,000	\$ 250,000	\$ 658,017
NET REVENUES FROM OPERATIONS	\$ (250,000)	\$ (250,000)	\$ (520,781)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	70,643
Sub-total Non-operating Sources	-	-	70,643
Non-operating Uses			
Capital Outlay	-	-	-
Interest Expense	-	-	978,308
Project Costs	8,141,632	8,141,632	1,405,754 b
Transfers out	-	-	-
Sub-total Non-operating Uses	8,141,632	8,141,632	2,384,062
NET NON-OPERATING SOURCES AND USES	\$ (8,141,632)	\$ (8,141,632)	\$ (2,313,419)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(1,460,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	8,391,632	8,391,632	4,294,200 c
TOTAL USE OF FUND BALANCE	\$ 8,391,632	\$ 8,391,632	\$ 2,834,200
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended January 31, 2014
(Unaudited)

Notes:

- a Revenues from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2014 to June 2014 (not yet approved by California Department of Finance).
- b Amounts approved by the California Department of Finance for the period of July 2013 to December 2013
- c Revenues were received from the County in June 2013 for expenditures approved in the Recognized Obligation Payment Schedule for July 2013 to December 2013.



Meeting Date: 02/25/14

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

Prepared By: Anthony Emmert, Water Resources Manager *AE* Agenda Item No. 15-1

Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *[Signature]* Public Works

DATE: February 13, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *RR*
Public Works

SUBJECT: Water Supply Outlook & Drought Response

RECOMMENDATION

That City Council:

1. Receive a report on the City's water supply outlook and water conservation programs that are available to City water customers.
2. Adopt a resolution recognizing the statewide water supply shortage and urging water customers to reduce water usage by twenty percent.

DISCUSSION

Governor Brown recently declared a drought emergency for the State of California, confirming what most Californians already knew – water supplies are low in both northern and southern California. He asked all Californians to make efforts to reduce their water use by 20%.

The City receives approximately 40% of its water supply from northern California, via the State Water Project (SWP), via the Metropolitan Water District of Southern California (MWD), and via the Calleguas Municipal Water District (CMWD). It receives the balance of its water from local groundwater supplies, approximately half pumped from the Oxnard Forebay Groundwater Basin by the United Water Conservation District (UWCD) and the other half pumped from the Oxnard Plain Groundwater Basin via its own wells.

The California Department of Water Resources recently reduced the SWP water allocation to 0% for 2014. This means that MWD will receive no northern California water during 2014, but will have to rely upon water conservation and the 2.4 billion gallons of water stored within its service area, at least for the balance of 2014. MWD's Board has recently urged its member agencies and retail agencies, such as the City of Oxnard, to voluntarily comply with Governor Brown's 20% reduction request. The MWD Board also doubled its Conservation Program budget. The City implements as many of the

Water Supply Outlook & Drought Response

February 13, 2014

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MWD Conservation Programs as possible, making them available to its residents and businesses. City staff will apply for any expanded MWD programs that become available.

Locally, groundwater levels are nearing historic lows, and no surface water from the Santa Clara River is available for either groundwater recharge or deliveries to agricultural irrigators. Both United Water Conservation District's Board and the Fox Canyon Groundwater Management Agency's Board are considering actions that could be taken locally to conserve water and further cooperative supplemental water supply projects. City staff will work cooperatively with these agencies to explore available options. Staff will bring to the Council any policy decisions that either of these agencies consider.

In order to achieve the desired 20% reduction, staff recommends an increased public education campaign regarding the importance of using water efficiently, publicize the programs of the City's Water Conservation Program, explore opportunities to expand the programs available to residents and businesses, and enforce the water waste prohibition regulations. Public Works Department staff will work with the Public Information Office to develop and implement an expanded water conservation message and to advertise the existing Water Conservation Program components. Public Works Department staff will work with the MWD, CMWD and the Chief Financial Officer to identify any funding opportunities and to secure funds to expand the Water Conservation Program for residents and businesses. Public Works Department staff will re-establish water waste patrols, in order to educate residents and business representatives about the City's water waste prohibitions, and to enforce the prohibitions, when needed. The following programs are available to residents and businesses, as part of the City's Water Conservation Program:

- Rebates are available for Oxnard residential water customers for the following water conserving devices:
 - High Efficiency Toilets: \$75
 - High Efficiency Clothes Washer (Water Factor of 4.0 or Less): \$160
 - Weather-Based Irrigation Controller (1 Acre or Less): \$105
 - Weather-Based Irrigation Controller (> 1 acre): \$25/station + \$25
 - Low Precipitation Rate Rotating Irrigation Nozzles: \$5/nozzle
- Rebates are available for Oxnard business customers for the following water conserving devices:
 - High Efficiency Toilets: \$50
 - Ultra-Low Water and Zero Water Urinals: \$400
 - Connectionless Food Steamers: \$485/Compartment
 - Air-Cooled Ice Machines: \$300
 - Waterbrooms: \$110
 - Weather-Based and Centrally Controlled Irrigation Controllers: \$25/Station
 - High Efficiency Irrigation Spray Nozzles: \$3
 - High Efficiency Rotating Irrigation Nozzles: \$7
 - pH-Cooling Tower Conductivity Controller: \$625
 - Dry Vacuum Pump (Max. of 2 hp): \$125/0.5 hp

FINANCIAL IMPACT

Any expansions of the Water Conservation Program or after-hours water waste patrols will result in increased operations expenditures. Reduced water sales will result in decreased revenue to the Water Enterprise.

Attachment #1 - Resolution # _____ A Resolution of the City Council of The City of Oxnard urging residents and businesses to voluntarily conserve water

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD URGING
RESIDENTS AND BUSINESSES TO VOLUNTARILY CONSERVE WATER

WHEREAS, the City of Oxnard is responsible for providing a reliable supply of high-quality water to its residents and businesses, utilizing a blend of approximately 40% imported water from northern California and 60% local groundwater; and

WHEREAS, the State of California is now in its third consecutive year of drought, has experienced its driest year on record in 2013, and with 2014 projected to be extremely dry, Governor Edmund G. Brown Jr., on January 17, 2014, proclaimed a drought state of emergency, and urged Californians to reduce their water usage wherever possible; and

WHEREAS, due to a bleak snowpack survey in January and low water levels in state reservoirs, the California Department of Water Resources issued a water allocation for the State Water Project of zero for 2014; and

WHEREAS, both the Metropolitan Water District of Southern California, and Calleguas Municipal Water District, the providers of the City's imported water supplies, have formally endorsed the Governor's statewide call for conservation and declared a Water Supply Alert; and

WHEREAS, due to drought-related high groundwater pumping rates in western Ventura County and the unavailability of Santa Clara River flows that are normally used for groundwater recharge, levels of local groundwater aquifers are approaching historic lows; and

WHEREAS, in Chapter 22 Article VIII, of the Oxnard City Code, the City Council has prohibited water waste; and

WHEREAS, in Chapter 22, Article IX of the Oxnard City Code, the City Council has provided water conservation and water shortage response direction.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF OXNARD encourages its residents and businesses to implement all feasible water conservation measures, with the goal of attaining a 20% reduction in water usage.

PASSED AND ADOPTED THIS _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 2/25/2014

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

Prepared By: Daniel Martinez, City Clerk *DM*Agenda Item No. M-2Reviewed By: City Manager *MRB* City Attorney *RA* Finance *Bel JC* Other N/A**DATE:** November 21, 2013**TO:** City Council**FROM:** Daniel Martinez, City Clerk**SUBJECT:** Appointment of Citizen Advisory Groups**RECOMMENDATION**

1. That the Mayor, with approval of the City Council, appoint:
 - a. Three members to the Commission on Homelessness;
 - b. One member to the Senior Services Commission; and
2. That the City Council appoint:
 - a. One member to the Planning Commission; and
 - b. Two members to the Community Relations Commission.

DISCUSSION

Appointments to these various boards, commissions and committees are usually made following a general election involving the office of Mayor. These proposed appointments are due to vacancies and a need to have enough commissioners for a required quorum.

Staff recommends that the Mayor, with approval of the City Council, appoint three individuals to the Commission on Homelessness and one individual to the Senior Services Commission.

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

FINANCIAL IMPACT

None.

Attachment 1 – Vacancy Lists

COMMISSION ON HOMELESSNESS

<u>INCUMBENT NAME</u>	<u>TERM EXPIRES</u>
Castanon, Francine	12-31-14
Couey, Clarice	12-31-14
Courtland, David	12-31-14
Garcia, John	12-31-14
Miller, Darlene	12-31-14
Perez, Frank	12-31-14
Rivera, Peggy A.	12-31-14
Tougas, Ken	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14

Eleven members appointed to advise the City Council on policies, priorities, strategies and procedures pertaining to homeless activities in the City and region. Terms will coincide with the term of the Mayor.

Appointed by the Mayor

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

APPLICANTS

1. Manuel Altobano
2. Octavio Esqueda
3. Felipe Flores
4. Jacob Jundef
5. Michael McLean
6. Dwight Pilgrim Nero
7. William Powers

SENIOR SERVICES COMMISSION

<u>INCUMBENT NAME</u>	<u>TERM EXPIRES</u>
Brainard, Kay	12-31-14
Esparza, Adamelia	12-31-14
Fischer, Ron	12-31-14
Kobashigawa, Nancy	12-31-14
Madrid, Alice	12-31-14
Rowe, Nancy	12-31-14
Sweetland, Alice	12-31-14
Yu, Lourdes Villareal	12-31-14
Vacancy	12-31-14

Nine members appointed to advise and make recommendations to the City Council on matters concerning the needs of senior citizens. Terms will coincide with the term of the Mayor.

Appointed by Mayor - O-2657, 5/18/04

Service Term: 9 members 2-year terms

Meeting Schedule: Second Tuesday of each month, 9:00 a.m., at the Wilson Senior Center

Staff Liaison: Greg Barnes

Creation: 5/02/78, R-7328; R-8402; 9/14/82

APPLICANTS

1. Charlotte Batistic
2. David Harris
3. Mina Nichols
4. Joyce Pinkard
5. Donald Thibeault
6. Ruth Uridel

PLANNING COMMISSION

<u>NAME & TERM NO.</u>	<u>TERM EXPIRES</u>
Huber, Stephen (1) (C)	12-01-14
Murguia, Anthony (1)	12-01-14
Mullin, Patrick (2)	12-01-16
Nash, Steven (2)	12-01-16
Okada, Sonny (1)	12-01-16
Stewart, Vincent (1)	12-01-14
Vacancy	12-31-14

Seven appointed members to advise the City Council and City staff and make final decisions on planning and land use matters. Members shall serve for four years.

Service Term: 7 members, 4-year terms
Term Limits: 2 terms
Meeting schedule: First & Third Thursday, 7:00pm, Council Chambers
Staff Liaison: Ashley Golden
Ext: 7858
Creation Date: 10-28-97; O-2445
(Appointed by City Council)

MUST FILE STATEMENT OF ECONOMIC INTERESTS FORM 700

APPLICANTS

1. Russell Dominy
2. Sean Donlon
3. Philip Durante
4. Felipe Flores
5. Deirdre Frank
6. Miguel Garcia
7. Ray Guttman
8. David Harris
9. Mina Nichols
10. Williams Powers
11. Mario Quintana
12. Kenneth Rowberg
13. Elizabeth Wolfel

Attachment No. 1
Page 3 of 4

Community Relations Commission

<u>INCUMBENT NAME</u>	<u>TERM EXPIRES</u>
Baxter, Mike	12-31-14
Dozier, Orlando	12-31-14
Kelly, Travis	12-31-14
Robinson, Kenneth	12-31-14
Stein, Ernest	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14

Seven members appointed to identify and advise the City Council on problems of discrimination in the community and to promote better human relations among all city residents. Terms will coincide with the term of the Mayor.

Appointed by Council -- O-2322 Part 1(A) on 12/14/93)

Service Term: 7 members, 2-year terms

Meeting schedule: Third Monday of each month, 6:00pm, City Council Chambers

Staff Liaison Luis Guereca

Creation: 10/12/61 O-722; 05/19/98 O-2467; 2/26/13 O-2863

APPLICANTS

1. Charlotte Batistic
2. Octavio Esqueda
3. Miguel Garcia
4. Paul Graham
5. Ray Guttman
6. Mina Nichols
7. Mario Quintana
8. George Sorkin
9. Jose Torres
10. Johnny Garcia Vasquez



Meeting Date: 02/25/2013

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

Prepared By: Grace Magistrale Hoffman *MMH* Agenda Item No. M-3Reviewed By: City Manager *MMH* City Attorney *SMF* Finance *J.C.* Other (Specify) _____**DATE:** February 7, 2014**TO:** City Council**FROM:** Karen Burnham, Interim City Manager
City Manager's Office**SUBJECT:** Appointments to the Youth Commission

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint 21 members of the Youth Commission from the following categories:

1. Fifteen members between the ages of thirteen and nineteen years old.
2. Four members between the ages of eighteen and twenty-five years old.
3. Two members from the City Council.

DISCUSSION

City staff from the Recreation and Community Services Department and the City Manager's Office have been working closely with local schools to obtain membership for the 13- to 19-year-old Youth Commission category. Introductory letters were sent out to all schools in fall 2013, and schools were visited by a City staff representative for follow-up. Some schools had a face-to-face meeting to explain the Youth Commission structure and to provide further information. Two informational meetings were held on Thursday, November 7, 2013, and Thursday, December 12, 2013, to discuss roles and responsibilities and to answer any questions. Youth Commission applicants from the schools, and their parents, were invited to these meetings.

A public education and advertising campaign for members 18 to 25 years old began the week of November 4, 2013. This included noticing on the City's website, advertisements on Channel 10, flyers in the weekly neighborhood packets, and social media outreach. All Youth Commission applicants were asked to attend training on Saturday, January 25, 2014, and Sunday, January 26, 2014.

Youth Commission Appointments: The composition of the Youth Commission membership is recommended as follows:

<u>Representative</u>	<u>Applicant</u>
1. Oxnard High School	Courtney Morrison
2. Hueneme High School	Luis Mendiola
3. Channel Islands High School.....	Mayte Alonso
4. Pacifica High School.....	
5. Rio Mesa High School	Alexis Sanchez
6. Frank Intermediate School.....	Christine Jan Cruz Canonizado
7. Fremont Intermediate School.....	Daniela Cortez
8. Richard B. Haydock Intermediate School	
9. Juan Lagunas Soria Elementary School.....	
10. Charles Blackstock Junior High School	Kelvin Pineda
11. E.O. Green Junior High School	Mya Lee Lausell
12. Rio de Valle School	
13. Rio Vista	Andrea Alcala
14. Ocean View School District.....	
15. Private School Representative	Anthony Singh
16. Oxnard College Representative	Stacey Morales Jauregui
17. Arts Representative	Nakia Velasquez
18. Community Service Representative.....	Johnny Vasquez
19. Sports Representative.....	Naomi De Jesus

Overall, the feedback staff has received on the implementation of a Youth Commission has been incredibly positive. School officials are extremely excited to see this happen in the City of Oxnard and although the feedback has been overwhelmingly encouraging, working with the student population and school calendars has proven to not be without challenges. City staff has worked diligently to answer questions, clarify issues, and make sure that all applicants feel welcomed and included.

Because there are several spaces that have not been filled, City Council could decide to appoint any of the following applicants to these spots. The following applicants have completed the application process, have the backing of their respective schools, and attended the required training (12 hours) in January 2014.

Additional Applicants

Samantha Alferes
Victor Arroyo
Janine Cortez
Emma Randolph
Edgar Romero

Youth Commission Powers and Duties: The Youth Commission for the City of Oxnard was originally established by Ordinance No. 2467 in May 1998. The Bylaws adopted by the City Council in November 1999 further established the composition, powers and duties of the Youth Commission. The powers and duties of the Commission can be summarized as follows:

- Define, analyze and investigate issues and the requirements affecting youth in the City and advise City Council on such matters.
- Promote mutual understanding and respect among all youth in the City and work to encourage youth to actively participate in local government in a positive and productive manner.
- Disseminate information, educational materials and reports that will assist in enhancing the quality of life and treatment of youth in the City.
- Develop and recommend solutions for problems affecting youth to the City Council and other appropriate community organizations and agencies.
- Serve as a liaison between the City Council and community in matters concerning youth in the City.
- Prepare and submit an annual report of activities to the City Council and make such other reports and recommendations to the City Council from time to time as the Commission may determine necessary to improve the quality of life for youth in the City.

Youth Commission Membership: The membership of the Youth Commission is stated as follows:

- The Commission shall consist of twenty-one members appointed by the Mayor with the approval of the City Council.
- Fifteen members of the Commission shall be between the ages of thirteen and nineteen years old, two of the members shall be City Council members, and four of the members shall be at least eighteen years of age.
- The term of office for Commission members shall be two years and shall begin in January.
- In the event of a vacancy, the Mayor, with approval of City Council, shall appoint a replacement to complete the term of the member creating the vacancy.

FINANCIAL IMPACT

None



Meeting Date: 2 /25 /14

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

Prepared By: Michelle Téllez, Director of Human Resources

Agenda Item No. M-4

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: February 25, 2014

TO: City Council

FROM: Michelle Téllez, Director of Human Resources
Human Resources Department

SUBJECT: Selection of Executive Recruiter for City Attorney Recruitment

RECOMMENDATION

That City Council selects an executive recruiter for the City Attorney recruitment.

DISCUSSION

The Council's City Attorney Selection Committee met with the Director of Human Resources to select an executive recruiter for the City Attorney recruitment and to discuss the recruitment process. Upon the direction of the City Attorney Selection Committee, the full Council is being asked to provide direction to the Director of Human Resources regarding the City Attorney Selection Committee's choice of recruiter.

FINANCIAL IMPACT

The costs of the proposals range from \$24,000 for RJA Management Services to in excess of \$40,000 for Robert Half. The cost of the recruitment will be funded from savings in the City Attorney's Office.

Attachments

MHT



RJA Management Services, Inc.

January 24, 2014

Ms. Michelle Tellez
Human Resources Director
CITY OF OXNARD
300 W. Third St., First Floor
Oxnard, CA 93030

Dear Ms. Tellez,

RJA Management Services, Inc. is pleased to submit this proposal to conduct an executive search for CITY ATTORNEY.

For almost thirty years, our Executive Search consultants have applied their highly professional skills to recruit competent executives, attorneys, directors, managers, and mid-managers for both the public and private sectors. Our public sector management network greatly enhances our ability to assist organizations in quickly recruiting and selecting candidates. RJA search consultants work closely with clients and prospective candidates to avoid unnecessary inconveniences or costs to either party.

RJA APPROACH

RJA is very deliberate, yet flexible, in its approach to recruiting qualified candidates. The RJA approach to an executive search encompasses the following seven steps:

1. **Organizational Assessment**
2. **Development of Recruitment Materials**
3. **Outreach**
4. **Screening and Individual Assessment**
5. **Reporting and Presentation**
6. **Rating Guide and Possible Interview Questions**
7. **Background Checks**

ATTACHMENT NO. 1
PAGE 1 OF 2

FEES

RJA proposes to charge the City of Oxnard a flat fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for professional services rendered for the search, plus expenses not to exceed Six Thousand Five Hundred Dollars (\$6,500.00). Expenses include clerical services, fax, postage, Lexus Nexis background checks, and other directly related costs. Professional reference checks can be conducted at an additional cost. The expenses do not include any costs associated with candidate travel. The printing of a color brochure and all advertising costs will be billed directly to the City. The professional service fee, as proposed, is based on the seven-step "RJA Approach" described above. Any professional services provided beyond those described in the RJA Approach will be billed to the Client at the rate of \$175.00 per hour.

The first installment is due and payable upon commencement of the search. The remaining installments and other invoices, including expenses, are due within thirty (30) days of receipt of invoice.

Needless to say, RJA welcomes the opportunity to once again be of service to the City of Oxnard. Our extensive local and national executive search network, working knowledge of the region, and recognized expertise in human resources management will enhance our ability to recruit qualified candidates for City Attorney. Please feel free to call me at (626) 447-3318 if you have any questions or need clarification about our services.

Sincerely,


Dr. Richard L. Garcia
President

RLG:JG:pc

Attachment

ATTACHMENT NO. 1
PAGE 2 OF 2



Robert Half Executive Search Proposal for The City of Oxnard

Robert Half Executive Search is pleased to respond to the request by The City of Oxnard for the proposal to fill the position of City Attorney.

Understanding Your Need

As a division of Robert Half, Robert Half Executive Search provides customized retained search advisory services for executive and senior level leadership positions.

Based on initial discussions with Michelle Tellez, Robert Half Executive Search ("RH ES") understands that The City of Oxnard is interested in hiring a City Attorney. Furthermore, we are aware that this is a highly integral and extremely important role in the organization and that, therefore, there is a need for a talented, highly-experienced leader with vision. This person will be allied closely with the management team of the organization and must be able to communicate clearly and to work collaboratively across the organization.

If given the opportunity to work with The City of Oxnard to place the City Attorney, RH ES would gain a full understanding of your needs, your organization, the culture, expectations of the position from the perspective of representative stakeholders across the organization, immediate challenges and objectives as seen by the leadership team and how the new City Attorney's success would be measured.

Our Firm

Robert Half Executive Search is particularly well-qualified to conduct a search in partnership with The City of Oxnard. We are the retained search division of Robert Half, the largest and strongest performing professional staffing firm in the nation. As the industry leader, we have a tremendous platform and resources with the touch and feel of a boutique firm in our space. Our resume is impressive and we have placed key executive leaders in small and large organizations throughout the nation and internationally. We are functional specialists across the executive suite (executive management, financial management, sales/ marketing management, operations management, legal, technology and human resources) across 6 key industry verticals. Robert Half Executive Search has offices in Boston (headquarters), Washington, DC, New York, Chicago, San Francisco and Los Angeles. These locations are also supported by the Robert Half network of offices in major cities in the US and throughout the world. We have more than 400 offices in 22 countries. As stated, RH ES has the flexibility of a boutique consulting firm with the leverage and resources of Robert Half to supplement our search capabilities. In other words, **our clients get the best of both worlds: customized searches, a consultative approach, personal attention, proven business processes and access to a wide pool of talented candidates.** As a Global S&P 500 company, Robert Half has maintained a reputation for credibility and integrity over the last 60 years. Like Robert Half, we adhere to the motto: "ethics first" and bring this integrity and commitment to our Search Projects.

Robert Half Regional/Local Offices

Our value proposition includes deep ties to the local and regional community: access and networking relationships with hundreds of similar organizations' executive teams. We have an unmatched presence and competitive organizational network.

At Robert Half Executive Search, we help our clients build superior leadership teams that create a sustainable

approach to fulfilling their mission. Our *96% success rate* is attributed to our hands-on, consultative approach and our deep understanding of a wide range of industries and functional positions. We have completed numerous searches over the years, many of which are repeat clients. The depth of our expertise is second to none. We have an unwavering focus on specialized leadership functions including C-level (CEOs, Executive Directors, CFOs, COOs), IT, sales and marketing, legal and HR. Our expertise in recruiting executive leadership enables Robert Half Executive Search to match our clients' needs with highly skilled professionals, quickly and effectively.

Key differentiators to the RH ES model

- **Robert Half Resources**
 - **Vertical Integration** – We perform every function of the search process with internal resources: in-house research, candidate development/qualification, background and referencing and active search management.
 - **Physical resources/Presence** – 400 office locations, unparalleled candidate network and database and candidate video-conferencing capabilities in cities throughout North America.
 - **Streamlined Search Process** – a proprietary interview process using our physical office locations to accelerate the hiring process. (Addendum 1 –Streamlined Search Process)
- **Team attention and Partner-level service** – We build every search “from scratch” and assign a team of subject-matter-experts who work on the search from start-to-finish. We are passionate about our work and our Managing Directors never abdicate search management responsibilities to junior team members. We actively manage the search along the entire search path.
- **“Art and Science”** – We follow a tested process and are experts at unlocking the “DNA” and culture of our client partner firms to find the critical success factors for the chosen candidate.

Our Approach to Retained Executive Search – The “Process”

Our approach to executive search is hands-on and collaborative. We commit senior professionals to every search and serve as your first point of contact with prospective candidates. From the beginning of the search to the hiring and on-boarding process, we have crafted a customized, consultative ten-step approach:

- **Step 1--Understand the Situation:** Prior to defining the City Attorney and initiating the internal search process, we will meet face-to-face with your key stakeholders in the search to better understand The City of Oxnard, the search context and the specifics of the City Attorney's role. Our experience has suggested that this information-gathering phase is the foundation of a successful search. We follow a detailed search start-up process as we explore the **search context** (industry overview, risks, market drivers, core competencies, competitive landscape, business strategy and opportunity), **company culture** (core values, mission, management, operating model, passion level, company strengths and weaknesses), **role context** (impact on the company, challenges and obstacles, positional fit), **specific responsibilities and critical success factors** (critical functional competencies, leadership and management behaviors, personal characteristics). The draft position description will also be a key element in defining the final Position Profile. (Addendum #2 - Robert Half Executive Search Start Template)
- **Step 2--Define the Position:** Drawing upon Step 1, our understanding of the specific requirements for the City Attorney will allow us to develop a Position Profile which will serve as both the “blueprint” for the search and a document that can be shared with the prospective candidates. This Position Profile will summarize the mission of the organization, the position's scope and the desired management competencies, style and personality for successful candidates. We draft and share the Position Profile with you in a collaborative process to gain feedback and final agreement on the profile scope. We will also move quickly (within 24-48 hours of the client start-up meeting) to begin our internal search start-up process. We assemble a team consisting of our Managing Directors/Principals (our Managing Directors/Principals always actively manage the search process

from start-to-finish – we do not abdicate management of the search to junior members of our firm), Director of Research and Research Associates, Candidate Development Team and Administrative Team. Here, we determine our search plan and candidate development path.

- **Step 3--Identify the Potential Candidate Universe:** Guided by the Position Profile, we will identify potential candidates. Our research process, led by our dedicated Director of Research, includes a comprehensive review of our network of professionals as well as a proactive outreach to functional and industry sources and selected potential candidates. Our worldwide network of recruiting and consulting services is a key component to our approach in identifying the right City Attorney. We have the ability to work concentrically from local markets to national markets to find a superior slate of candidates.
- **Step 4--Evaluate Potential Candidates:** Our objective is to interview and critically evaluate the most promising professionals and introduce you to candidates who have a history of success. We will communicate with you regularly through this process, sharing what we have learned, search status updates and potential candidates' profiles. Typically, at approximately 3-4 weeks into the search, we conduct a weekly client stakeholder call with our key search team members (Managing Directors, Senior Candidate Development Principals/Associates, Director of Research and Administration Lead) whereby we share a search status update that includes discussion on current research activities, all candidate activities (candidates presented/interviewed, candidates in consideration for presentation, candidates in pipeline), and logistical considerations. The effective regular communication and transparency that we adhere to sets the foundation for a productive partnership and successful search.
- **Step 5--Present the Candidate:** We will provide a full Candidate Profile, including appraisal of fit, for every City Attorney candidate we present to the search committee/stakeholders. The Candidate Profile is purposefully structured to follow the Position Profile in format. Here, we formally outline a detailed summary appraisal, the candidate's work experience, functional skill set, leadership and behavioral tendencies and distinctive personal characteristics. We will facilitate the scheduling of your interviews with prospective candidates and provide pre-briefing and debriefing meetings with all parties. Our Managing Directors/Principals personally meet every candidate that you plan to interview in-person.
- **Step 6--Facilitate Selection:** We will work with you to select the final candidates who are the best fit based upon the intelligence gained through preliminary reference checking and in-depth interviewing by the RH ES team and by you. This is the point at which we often serve as an advisor to both you and to the prospective candidate(s).
- **Step 7--Check References:** Once mutual interest is assured, we conduct "360-degree" reference checks on your finalist(s), reaching out selectively to current and former superiors, subordinates, peers and third parties. In addition, we verify postsecondary degrees, relevant certifications and licenses. We will provide a written Reference Report that details the fit to the City Attorney Position Profile.
- **Step 8--Facilitate an Offer and Acceptance:** We will work with you to develop a mutually beneficial arrangement based upon the candidate's compensation history. Our frequent communication with you and the candidate will ensure everyone is well-informed about the status of the offer and that negotiations are on track.
- **Step 9--Facilitate the Transition from Acceptance to Employment:** The transition period is our opportunity to make sure all parties are moving forward with the same end-goal in mind: a successful on boarding and enduring relationship. We will stay in close communication with all parties to facilitate a smooth and timely transition.

- **Step 10--Conclude the Search:** We maintain continuous communication with all of those who have been involved to make sure they know how the search concluded, including you, your staff and finalist candidates to foster a positive perception of The City of Oxnard's reputation and goodwill among those involved in the process.

Strategic Plan for Performing City Attorney Search – The “Strategy”

At the point just after our client “start-up” meeting has taken place, we will assemble our internal team of subject matter experts to finalize the search plan and strategy. Our focus is to engage in a thorough research process that “maps the space” and provides our team of candidate development professionals with a research product that reflects a deep and thorough carving of the competitive market. Our efforts include targeted and specific local, regional and national access to our worldwide platform, resources and database to generate a diverse and directed initial pool of target companies and prospective candidates. With Robert Half as our parent, we have thousands of contacts and executive-level relationships at virtually every organization related to the industry. Combined with a research review and search product that captures deep organizational information on potential executives that include mining industry groups/associations, conference demographics and direct competitor targeting, the result is a well-defined list of executive target prospects. We then systematically interview the pool of candidates and contacts to narrow the prospect pool to the most capable candidates. During this process, we not only define and qualify functional skill sets and related work experience, but also examine the cultural fit and match the individual and company “DNA” to ensure that candidates exhibit the critical success factors for the position.

Background Checks

As part of the due diligence in each search that we complete for our clients, a thorough and exhaustive process has been implemented for verifying all post-secondary school degrees, licenses and certifications for Robert Half Executive Search candidates.

In this process, we will verify all post-secondary degrees for each candidate, including any appropriate licenses or certifications the candidate may have. All candidates will complete a Candidate Information Form providing the information to be verified. They will also need to sign a release authorizing Robert Half Executive Search to complete the education and license verification. Robert Half Executive Search will conduct the verification in concert with RH's Central Background Check Unit (BCU) team in our Pleasanton, CA, Corporate Headquarters.

Reference Checks

The Managing Directors on the assignment will conduct between 3-5 reference interviews on the finalist candidates prior to the final selection being made. RH ES performs 360 degree reference reports on the finalist candidates, gathering information from supervisors, peers and direct reports. Our background inquiries consist of asking specific questions of selected referees with regard to the facts of the candidate's career history and the fit of the candidate with the Position Profile. The results of these references will be communicated via the RH ES Confidential Reference Report.

Summary of Associated Fees & Expenses

RH ES works on a retainer basis by Search Project. Our standard fee for our services is ordinarily one-third (33.33%) of the placement's total projected first-year cash compensation (base salary, target bonus, sign-on bonuses and any other cash components). To demonstrate our interest in working with The City of Oxnard, we have reduced our standard fee to twenty-seven (27%) percent. This retainer will be invoiced in three equal installments at the following stages:

- Within five (5) days of your execution of this letter agreement the first installment will be invoiced
- Thirty (30) days after the execution of this letter agreement, the second installment will be invoiced
- Upon the offer and acceptance of a candidate, the third installment will be invoiced.

If the assignment is completed prior to the end of the retainer period, the full fee is due at that time. When the Search Project is completed, we will reconcile our fee to the actual cash compensation package and send an invoice should the total cash compensation exceed the established retainer.

In addition to our retainer fee, auxiliary Search Project costs are averaged and charged as an administrative fee at an amount equal to five (5) percent of the retainer fee noted above. The principal costs that make up this administrative fee include all interview-related videoconference and communication costs, verification of candidate education, license(s), and certification(s), and supplemental candidate research costs.

Finally, we will invoice you for any direct expenses not paid by you. These expenses include, but are not limited to RH ES consultant and candidate interview and travel-related costs, and any third party investigative services you may request. Our invoices will include appropriate taxes, if applicable.

A search project may be cancelled at any time, with fees and expenses accrued charged at a prorated amount due based on the time of cancellation.

Schedule of Work

Search Plan/Timeline

"Plan to Placement"

Week 1-4

Week 1-2

- Client start-up "kick-off" meetings (in-person visit – stakeholder interviews, operational review, search and role context)
- Internal RH ES start-up meeting (search team – Managing Directors, Candidate Development team, Research team, Administrative team)
- Research plan and deployment of resources
- Position Profile draft development and client vetting

Week 2-4

- Position Profile agreement, completion and sign-off
- Research results and analysis – prospective candidate name generation/pool development
- Initial candidate qualification by RH ES – interviewing and evaluation
- Client search status calls and communications (research/candidate qualification progress, candidate development discussions)

Week 5-8

- Candidate development by RH ES – interviewing and evaluation
- Candidate presentation to client – detailed Candidate Profiles
- Active candidate interviewing by client (phone, video-conferencing, in-person)
- RH ES in-person Managing Director-Candidate interviews (for all candidates scheduled for in-person client interviews)
- Weekly search status client calls (research/candidate development progress, candidate presentation/discussion, weekly agenda and logistics)

Week 9-13

- Second round and final candidate interviews by client
- Weekly search status client calls (candidate development, candidate negotiation)

- Selection facilitation – advisory and representation
- Confidential reference reporting and background checking
- Offer and acceptance
- On-boarding – transition from acceptance to employment
- Search conclusion – employee start date

Testimonials

“I have had the distinct pleasure of working with Robert Half Executive Search and found the team to be excellent at quickly grasping an organizations needs and cultural nuances, possessing the thorough knowledge of the national and local candidate market, effectively screening candidates and ensuring a smooth experience across the entire transition. I suggest reaching out to Robert Half Executive Search for any future leadership talent needs you may have.”

“I was extremely happy with the way the search was conducted. We needed a broad candidate base and Robert Half Executive Search was able to provide that. The team was excellent with their communication skills and they always made sure we were involved and updated on a weekly basis. In the end we hired a great candidate; I would use Robert Half Executive Search in the future when looking to make an executive placement”

“Working with the team at Robert Half Executive Search was nothing but a pleasure. It was a positive experience on our end which resulted in the placement of a truly talented individual. Robert Half Executive Search was terrific in adapting the search criteria to fit our needs. They certainly added great value throughout the search process. Their team had excellent means of communication, each deliverable they set was met, and we were never in the dark.

The fact that they were a neutral, unbiased party added tremendous benefits in choosing the right candidate. I was very satisfied with the advice I received on how to negotiate compensation with the person we hired. Robert Half Executive Search acted as true search advisors during this process. I would not hesitate to use them again in the future and would highly recommend them when trying to fill a high caliber role.”

Search Team Bio's

Because of this commitment to quality and our service orientation, Robert Half Executive Search does not assign a single person to any Search Project. Instead, we take a team approach, thereby ensuring our clients with the highest level of service, accessibility and continuity. Our teams are typically made up of a Managing Director, who oversees the client interactions and project management of the search; a Principal, who manages the sourcing and development of our candidate slate; the Director of Research, who explores the marketplace and identifies key candidates within the industry and a dedicated Search Coordinator, responsible for coordinating interview and meeting logistics and assisting with client and candidate deliverables.

For the Search Project, Scott Owen will be the lead Managing Director on this search with Jill Morrissey as the leading Senior Associate. In addition, Christine Giordano will support the team as the Director of Research with the assistance of Bryenne Libby, Research Associate. Grace Miller, Search Coordinator will handle all of the logistical aspects of the search. Following are the team bios:

Scott Owen
Managing Director

Scott Owen is a Managing Director specializing in the search and placement of executive leadership roles in predominantly small to medium sized companies.

Scott helps these types of organizations build superior leadership teams who in turn create sustainable competitive advantages. Scott provides each of his clients with a consultative and collaborative approach. With extensive experience in financial management, executive management, operations management, sales and marketing, technology, legal and human resources, Scott is able to quickly and effectively match his clients' needs with the industries top level executives.

Based in the firm's Southern California office, Scott conducts searches throughout the United States and internationally.

Experience

Scott has over a decade of search experience helping build effective and results oriented executive teams both nationally and internationally across a variety of industries and verticals.

Prior to joining RHI Executive Search, Scott held various leadership roles with Robert Half International. Additionally, Scott operated a successful boutique search firm, based in Seattle, Washington for several years, focusing on global executive level searches. Scott's business acumen coupled with a unique understanding of his clients' needs and ability to develop top level talent has been instrumental in his continued success.

Personal and Professional Activities

Scott has continually been involved with charities and helping his community thrive by volunteering his time. Scott is an active assistant coach in youth sports. He currently resides in Carlsbad, CA with his wife and two children.

Scott attended Middle Tennessee State University where he focused in Finance.

Jill Morrissey *Senior Associate*

Jill Morrissey is a Senior Associate specializing in the search and placement of executive leaders and senior level specialists across all sectors including; executive management, financial management, operations management, sales and marketing, technology, healthcare, legal, and human resources.

Assisting our various Robert Half Executive Search Managing Directors, Jill conducts searches throughout the United States and internationally.

Experience

Jill is a licensed attorney, having first joined the Legal division of Robert Half in 2004. Since then, Jill has embarked on a distinguished career with Robert Half in several offices nationwide. Jill has acquired a strong network of contacts throughout the United States, based on her 7+ years of creative search and placement activities in three diverse markets. With Jill's unique contacts in different industries, she is able to identify top level talent for her clients.

Prior to working at Robert Half, Jill was employed as a law clerk and an associate at a mid-sized Boston law firm for over 5 years. During her time at the firm, Jill handled trial litigation as well as corporate mergers and acquisitions. Jill's experience as an attorney allowed her to develop her research and negotiation skills, which have been invaluable to her in her role as an Associate.

Personal and Professional Activities

Throughout her career, Jill has been involved in supporting or leading community and professional organizations, including the Association of Legal Administrators in both Boston and Las Vegas, as well as the Society for Human Resources Management and the International Association of Administrative Professionals. Jill has also been a key speaker for the International Association of Administrative Professionals on several occasions, discussing changes in the workforce and compensation trends and tips for salary negotiation.

Professionally, Jill is a member of the bar in the Commonwealth of Massachusetts and has been a member of the Massachusetts Bar Association. Jill graduated Cum Laude from Suffolk University Law School in 2002.

Christine M. Giordano

Director of North American Research Operations

Christine M. Giordano is the Director of North American Research Operations providing research and market intelligence for Executive Management, Financial, Sales and Marketing, Human Resources, Information Technology, Engineering, and Legal search projects across a wide range of industries. Her professional experience covers a broad spectrum of subjects that include occupational health and safety, environmental health and safety, entity formation, professional ethics, law firm marketing and professional liability.

Experience

Christine is a licensed attorney, having first joined Robert Half in 2004 as a Search and Placement Consultant in the firm's RH Legal division. Christine then assumed her role as the Director of North American Research Operations for Robert Half Executive Search providing the Managing Directors, Principals, and Associates with strategic research, as well as targeted candidate identification and development support. She has a broad professional network that includes executives in manufacturing, legal services, information technology, environmental services, occupational health & safety, financial services, marketing, healthcare and pharmaceuticals.

Christine's strong research capabilities, coupled with her background and experience in the specialized placement industry, add a tremendous amount of value and insight to RH ES. She is able to develop strong source networks, maintain a multi-industry, cross-functional talent database, and deliver accurate and timely results for our team across all industry sectors. Christine has had a diverse professional background prior to her career at Robert Half Executive Search that included traditional law practice, search and placement activities, research, regulatory compliance and operations.

Based in the firm's Boston office, Christine directs research initiatives throughout the continental United States and abroad.

Personal and Professional Activities

Professionally, Christine remains licensed in the Commonwealth of Massachusetts and has been a member of the Massachusetts Bar Association, the American Bar Association, Association of Trial Lawyers of America and the Boston Bar Association.

Christine graduated Cum Laude from Suffolk University Law School in 2002.

Bryenne Libby

Research Associate

Bryenne Libby is the Research Associate for Robert Half Executive Search, U.S. Based in the firm's Boston office, she provides research and market intelligence for all RH ES U.S. offices.

Experience

Prior to working for Robert Half Executive Search, Bryenne began her career with an international consumer services conglomerate where she attained the role of Branch Manager at several of their U.S. locations. As Branch Manager she managed the day to day operations of a branch as well as coordinated marketing and business development efforts. She oversaw a staff of up to 4 full time and 3 part time employees and was able to achieve top performance ratings in sales and customer satisfaction.

Bryenne first joined the Robert Half Executive Search team in 2011 as a Search Assistant. Since then she has worked as the Senior Search Coordinator, acting as a liaison between candidates and clients to ensure seamless coordination of all search related activity and flawlessly executed logistics, and most recently as the Research Associate.

Bryenne works directly with Christine Giordano, Director of North American Research Operations to conduct research across a wide range of industry sectors and executive position functions. She supports all RH ES U.S offices by developing targeted research and data mining strategies to provide detailed research, as well as industry and market knowledge, for each individual search project. Bryenne is also responsible for mining multiple sources of data, utilizing leading technology and techniques, and plays an active role in building and maintaining a database of competitive industry and market knowledge.

Personal and Professional Activities

Bryenne has been involved with several organizations. She participates in the American Cancer Society's Making Strides Against Breast Cancer as well as March of Dimes. She has also helped coordinate efforts for Relay for Life events and has been a dance instructor for community youth programs.

Bryenne graduated Summa Cum Laude from Roger Williams University in Bristol, RI where she earned her bachelor's degree in Communications with minors in marketing and dance performance.

Executive Recruitment Search

CITY ATTORNEY

City of Oxnard, CA



CITY ATTORNEY

City of Oxnard, CA

January 29, 2014

VIA ELECTRONIC MAIL

Ms. Michelle Tellez
Human Resources Director
City of Oxnard
300 West Third Street
First Floor
Oxnard, CA 93030

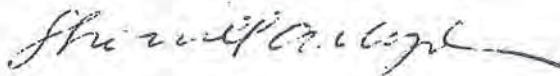
Dear Ms. Tellez:

Alliance Resource Consulting is pleased to submit this proposal to assist the City of Oxnard in its efforts to recruit and screen candidates for the position of City Attorney. Enclosed is our proposal which outlines how we would partner with your organization to recruit the best individuals. It describes the steps we will take to accomplish the recruitment within your desired timeframe. If you desire some modification of the proposed work program, we would be pleased to discuss that with you.

Alliance Resource Consulting's corporate motto is "The Power of Partnership." We take this seriously and have built our reputation on providing services of the highest quality. Alliance Resource Consulting was formed in 2004 when our executive search consultants acquired the highly regarded executive search practice of one of the largest public sector consulting/government services companies in the United States. With the innovative use of technology and a commitment to forming enduring partnerships with our clients, Alliance Resource Consulting is committed to setting a new standard for the industry.

We do not have any potential conflicts of interest from past recruitments or relationships. We will be happy to answer any additional questions you may have. We look forward with great interest to working with you on this very important assignment.

Sincerely,



Sherrill A. Uyeda
Founding Partner

SOUTHERN CALIFORNIA OFFICE

400 OCEANGATE, SUITE 510
LONG BEACH, CA 90802
TEL: (562) 901-0769 • FAX: (562) 901-3082

NORTHERN CALIFORNIA OFFICE

228 HAMILTON AVENUE, 3RD FLOOR
PALO ALTO, CALIFORNIA 94301
TEL: (650) 296-1032 • FAX: (650) 521-0024

www.allianceRC.com • info@allianceRC.com

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CITY ATTORNEY

City of Oxnard, CA

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It is our understanding that the City of Oxnard wishes to engage an executive search firm to assist in the City Attorney recruitment.

The Office of the City Attorney is to provide economical, high quality, responsive, preventative legal services by involving attorneys early in project development, increasing accessibility of attorneys to departments and divisions, and informing department directors and division managers on how to use attorneys effectively to accomplish goals and objectives.

Alliance Resource Consulting prides itself on its commitment to customer service to both the client and the candidates.



2.1 Project Team

In 2004, Alliance Resource Consulting acquired the national executive recruiting practice of MAXIMUS. We are committed to providing our clients with the highest caliber of service in the industry. Our team of dedicated professionals utilizes custom-built state-of-the-art technology in conducting a search.

We are based out of Long Beach, California and are the only firm in California to provide unlimited on-site visits to in-state clients. We also have offices in Palo Alto, California, Tampa, Florida and Seattle, Washington.

Our current staffing is:

Sherrill Uyeda – Founding Partner
Cindy Krebs – Regional Director, Pacific Northwest
David McDonald – Regional Director, East Coast
Syldy Tom – Manager
Richard Kaplan – Research Consultant
Geoff Gambling – Research Consultant
Daniela Pallafacchina – Research Consultant
Linda Kann – Special Projects and Graphics Manager

Sherrill Uyeda and Cindy Krebs will work on this recruitment. Biographies can be found in Appendix B and references can be found in Appendix C.

2.2 Our Experience

We believe we are exceptionally well qualified to assist you. We have extensive nationwide experience recruiting attorneys for government agencies and special districts and have helped to place excellent people in both small and large organizations. We recently completed the recruitments for the County Counsel for Los Angeles County (CA) and Contra Costa County (CA), and the General Counsel for Metrolink (CA) and Alameda-Contra Costa Transit District (CA).

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CITY ATTORNEY

City of Oxnard, CA

In the past, we have completed the following recruitments:

- Public Defender – Contra Costa County, CA
- City Attorney – City of Anaheim, CA
- City Attorney – City of Alexandria, VA
- Deputy District Attorney – Imperial County, CA

Our ability to carry out the work required by your agency is enhanced by our past experience in providing similar services to others, and we expect to continue such work in the future. It should be noted that all of the recruitments listed above were completed on time and within budget.

We will preserve the confidential nature of any information received from you or developed during our work on this recruitment in accordance with our established professional standards.

We assure you that we will devote our best efforts to carrying out the work required. The results obtained, our recommendations and any written material we provide will be our best judgment based on the information available to us.

2.3 Advantages of Our Firm

Relative to your present search requirements, we believe the principal advantages in using Alliance Resource Consulting which differentiate us from other firms are:

- Our track record of success in placing superior senior level executives in particularly sensitive and highly responsible/accountable positions.
- Our specialization in public sector executive search on a nationwide basis.
- Our extensive experience recruiting attorneys for government agencies and special districts.
- Our PROACTIVE recruitment of candidates who may not be seeking new employment and would not normally respond to routine advertising and highly qualified candidates who might be overlooked by traditional recruiting approaches.
- Our ability to develop and meet a recruitment timeline to fit your needs.
- The fact that we assign two professionals to each recruitment to ensure we are always available to quickly respond to your most pressing requirements.
- The quality of our work and the fact that most of our clients have retained our services on more than one engagement.
- Our proven ability to identify and recommend qualified female and minority candidates.
- The transparency of our recruitment process. We will provide you a client login to our recruiting system so you can see how things are progressing at any time. We will also prepare weekly updates for you throughout the peak of the recruiting process.
- Our reputation among clients and candidates for timely communication and documentation (e.g., acknowledgement of receipt of candidate application, client status reports, candidate interviews, client meetings and candidate feedback).
- The thoroughness of our documented reference, internet and background checks. We request very specific references from candidates and supplement our reports with information gathered from available information sources such as LexisNexis and public records. Our ability to enhance the recruitment process through stakeholder outreach, the use of online surveys, and targeted research.
- The fact that all of our graphics work is done in-house, saving our clients time and money.
- Our promise to conduct the recruitment at the cost proposed. We have never charged a client more than our proposed amount.

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3 - RECRUITMENT METHODOLOGY & APPROACH

Alliance Resource Consulting believes that we are an extension of your organization. As such, we work within your expectations and guidelines. Our objective is to find the best qualified candidates. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our general familiarity with the City, knowledge of the field and our relationships with professional organizations make us well qualified to assist you.

Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who would be reluctant to respond to advertisements.
- Preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws.
- Save a considerable amount of time for client staff in developing and responding to candidates.
- Protect the confidentiality of the information discussed with or received from the client.
- Build consensus among those involved in the hiring process.
- Independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.
- Adhere to client's budget and schedule expectations.

If you desire to retain us for a full and thorough recruitment process, we will do the following for your recruitment:

3.1 Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. We will also discuss expectations regarding desirable training, experience and personal characteristics of candidates. In addition, should you request it, we will conduct/facilitate community outreach meetings and focus group discussions.

We also have experience creating and managing community surveys, should the City want input from its constituents. We will also gather/review relevant information about the City, such as budgets, organization and/or department goals, organization charts, etc.

Once our findings have been summarized, we will submit a Recruitment Profile with the desired qualifications and characteristics to you for approval. The Recruitment Profile that will be sent to potential candidates will include information about the City, the job and the criteria established by you.

3.2 Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations. To achieve the best response, we will take a three-prong approach to attracting candidates:

1. **Direct Contact** – We will mail invitations and recruitment profiles to targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.
2. **Internal "Job Alert"** – Over the past nine years, we have developed an active database of over 19,000 candidates who are active in various public sector positions. We will send a new "job alert" to all our

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registered users in the Alliance Resource Consulting candidate application program. Prospective candidates will be contacted via e-mail with a link to the PDF version of the Recruitment Profile.

3. **Advertisements** – We will place job advertisements in the appropriate professional journals and on-line sites.

As a matter of corporate policy, we do not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual preference, disabilities, medical condition, veteran status or national origin. A substantial percentage of the placements made by our firm have been minority or female candidates.

Frequent communication with our clients is a hallmark of our firm. While consultants will provide regular updates on the progress of your search, you will also be able to access up-to-date 'real time' information regarding your search from our secure website.

3.3 Candidate Evaluation

We will review, acknowledge and evaluate all resumes received. Candidate evaluation will begin with an analysis based upon criteria contained in the Recruitment Profile, information contained in the resumes submitted to us, and our knowledge of the people and organizations for which they work.

The next phase in candidate evaluation will focus on gaining additional information from the qualified group of candidates through written supplemental information questionnaires and other resources. Telephone interviews will be conducted with the most promising candidates to gain a better understanding of their backgrounds, qualifications and interest in the position.

3.4 Progress Report Meeting

After the resume deadline, we will submit to you a progress report of the leading candidates. This report will include summary resumes, supplemental information, and the original resumes of those candidates we believe to be best qualified for the position. Supplemental information on a candidate typically includes: the size of the organization for which the person works, reporting relationships, budget responsibility, the number of people supervised, related experience and reasons for interest in the position. Any other specific information will be dictated by the criteria set forth in the Recruitment Profile.

The purpose of our progress report is two-fold. It allows you an opportunity to review the candidates and choose those who you would like to invite to be interviewed for the position. It also allows us to receive feedback on the caliber of the candidates recruited. In addition, at this point we will have conducted preliminary background checks on each of the presented candidates. Of course, we are flexible and may consider other individuals as final candidates who are subsequently identified and were not included in the progress report.

3.5 Preliminary Interviews

We will interview (either in person or via video-conference) those candidates identified by you to be the leading candidates. We will conduct a preliminary interview with questions that focus on the selection criteria. Additionally, we will verify degrees and certifications and continue to gather information about the candidate's professional backgrounds.

3.6 Client Interviews & Interview Books

We will assist you in scheduling final candidates for interview with your organization, and will send the candidates

CITY ATTORNEY

City of Oxnard, CA

packets of information which we obtain from you should you request it (e.g., information about the organization and the geographic area, budgets, etc.).

We will prepare final interview books for the selection panel. These books will include interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates.

We will also be on-site for the interview day(s). We will brief the interview panel at the start of the interviews and will facilitate the process throughout the day. After the last candidate interview, we will assist you in "debriefing" the interview panel members.

As part of our process in evaluating candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. To gain a well-rounded impression of the candidates, we speak with current and prior supervisors, peers and subordinates. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Once we finalize references on the top one or two candidates and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service, we will provide you with a detailed candidate evaluation report.

3.7 Special Assistance

Our efforts do not conclude with presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.
- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.
- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying those candidates who were not recommended for interview of the decision. Following up with the client and the selected candidate once he/she has joined the organization to ensure a smooth transition.

The client has a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate to hire.

In order to insure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., salary, personnel issues, and other privileged information).
- Supply us with the names of people you have previously interviewed/ considered for this position.
- Forward us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback to Alliance Resource Consulting regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.
- Assist in providing information to candidates that will enable them to make their career decisions.
- Uphold confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process, as well as the candidate's involvement.

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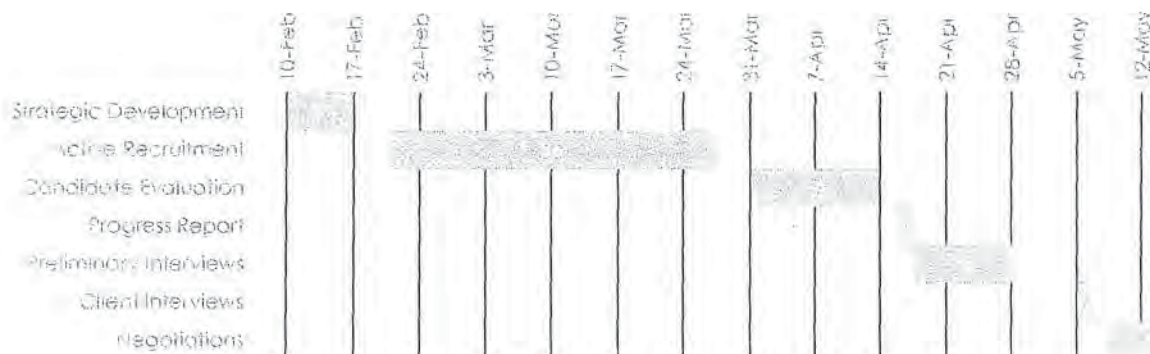
By doing the above, we will maximize the likelihood of mutual success.

Finally, please be reminded that the United States Immigration Reform and Control Act of 1986 requires that all employers verify an employee's eligibility to work in the United States. Since Alliance Resource Consulting cannot serve as your agent in this matter, your hiring process should include this verification procedure.

PROJECTED TIMELINE

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to modify this to meet your needs:

1st Week	Meet with the appropriate individuals to gather background information.
	Develop and obtain approval for the Recruitment Profile.
2nd - 3rd Week	Develop a list of potential candidates to target.
	Prepare and place advertisements, if desired.
4th - 8th Week	Active recruitment—solicit, receive and acknowledge resumes.
10th Week	Evaluate resumes and gather supplemental information. Submit progress report and meet with you to review leading candidates.
11th Week	Verify degrees and certifications and interview the best qualified candidates.
12th - 14th Week	Submit final report and initiate the interview process with you.
Following Interviews	Conduct references, credit/criminal/civil litigation/motor vehicle record checks, and assist with negotiations.



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6 - ALLIANCE ADVANTAGES

6.1 Technology

Alliance Resource Consulting is the only firm to utilize a custom-built "online" client/candidate management system. This custom system allows candidates to input their resumes and cover letters on our website. (For candidates who wish to email or mail us a hard copy of their resume, we will input the information for them.) One of the benefits of our system is that it enables our client contact to check the latest applicant list in real-time.

One of our strengths is our use of social media to best market the recruitment. We have active accounts on LinkedIn, Twitter and Facebook. The use of social media allows us to contact our network and "followers" to alert them to our recruitment announcements, informational updates and reminders. It allows us to stay one step ahead of our competitors.

Alliance Resource Consulting is always searching for new ways technology can help us save our client's money. One way we do this is by using Skype to interview out of town candidates. Our innovative ways have set us apart from our more traditional competitors.

6.2 Stakeholder Outreach

Our firm has used several methods, including stakeholder meetings, community forums and surveys, for stakeholder outreach in a number of previous recruitments. For example, for the City of San José City Manager recruitment, our consultants facilitated 13 community outreach meetings where citizens were invited to attend and express their opinions about what they were looking for in city manager candidates. For the City of Alexandria's City Manager recruitment, we also met with special interest groups such as business leaders, Chamber of Commerce members and historic preservation groups.

During the recruitment of the City Administrator for the City of Huntington Beach (CA), the consultants met with each councilperson, each department head, conducted an open citizen forum and a forum for a group of stakeholders comprised of two citizens recommended by each councilperson. For the City Manager recruitment conducted for the City of Moreno Valley (CA), the consultants conducted a community panel as well. Our previous experience in stakeholder outreach makes our firm very qualified to conduct the meetings with the Mayor's Office and City Council Members as well as facilitate multiple stakeholder outreach forums throughout the City that your request for proposal outlined.

Lastly, our firm has significant experience in creating community surveys should you wish to provide this option to your community. We have utilized surveys for many of our recruitments and can prepare them in different languages, if required. The surveys can be accessed on-line, or at our office and our client's office.

6.3 Weekly Client Updates

Our consultants provide our client contacts written recruitment updates on a weekly basis. These updates include work done that was completed during the week and what we expect to work on the following week.

The three major client meetings will be: one to develop the Recruitment Profile, one to present our Progress Report, and one to attend the first round of candidate interviews. We propose a professional fee of \$18,000 for the work outlined above. In addition, we are reimbursed for expenses such as for advertising, travel, interviewing, sourcing, support services, background checks and other related items, as well as allocated costs such as telephone, postage and

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photocopying. These expenses will not exceed \$6,500. Please note that this amount does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly.

Our professional service fee will be split among four equal invoices and expenses will be billed as they are incurred. All invoices are due and payable upon receipt. We do NOT base our fees on a percentage of the position's salary.

Our billing schedule on a retained professional fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	\$4,500
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	\$4,500
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	\$4,500
4th Billing	Due after the City conducts interviews with finalists	Fourth Phase	\$4,500

Please note that this is a standard billing schedule and can be modified as requested.

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of the cancellation, and for professional fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

Guarantee

We are committed to working with you until a placement is made. However, if the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, we will re-do the search for no additional professional fee. Naturally, we would expect to be reimbursed for any expenses that might be incurred.

Thank you for reviewing our proposal. Should you decide to retain Alliance Resource Consulting for your executive search needs, we will do the following:

- Partner with you and act as an extension of your organization.
- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Conduct a multi-layered candidate screening analysis on the applicants.
- Communicate frequently and on-time with both the client and candidates.
- Allow client contacts to access the recruitment database in real time from remote sites.
- Interview and screen leading finalists.
- Facilitate the client interview process.
- Complete the candidate selection and closure of recruitment.

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City of Oxnard, CA

Our firm's motto is "the Power of Partnership" and we are committed to adding value to your organization's goals and mission. We bring an ethical, transparent and well-documented recruitment process to all our clients.

CONTACT INFORMATION

Sherrill Uyeda

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Cell Phone: (310) 592-8847

E-mail: suyeda@alliancerc.com

Skype: [sherrill.uyeda.marquardt](https://www.skype.com/people/sherrill.uyeda.marquardt)

Cindy Krebs

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HEADQUARTERS

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 Alliance Resource Consulting, LLC

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APPENDIX A

Legal Counsel, Correction and Court Clients of Alliance Resource Consulting

LEGAL COUNSEL

Alameda-Contra Costa Transit District, CA	General Counsel
Alexandria, VA, City of	City Attorney
Anaheim, CA, City of	City Attorney
Arcadia, CA, City of	City Attorney
Concord, CA, City of	City Attorney
Contra Costa County, CA	County Counsel
Contra Costa County, CA	Public Defender
Fremont, CA, City of	City Attorney
Fresno, CA, City of	City Attorney
Lake County, FL	County Counsel
Los Alamos County, NM	County Attorney
Los Angeles County, CA	County Counsel
Metrolink, CA	General Counsel
Mountain View, CA, City of	City Attorney
Orange County Water District, CA	General Counsel
Otay Water District, CA	General Counsel
Pasadena, CA, City of	City Attorney
Pleasanton, CA, City of	Assistant City Attorney
Redding, CA, City of	Assistant City Attorney
Sacramento, CA, City of	City Attorney
Sacramento Regional Transit, CA	Chief Legal Counsel
Salinas, CA, City of	City Attorney
San Diego County Water Authority, CA	General Counsel
San Juan Capistrano, CA, City of	City Attorney
San Luis Obispo, CA, City of	City Attorney
Santa Clara County Transportation Agency, CA	General Counsel
Silverthorn, CO, City of	City Attorney
South Lake Tahoe, CA, City of	City Attorney
South San Francisco, CA, City of	City Attorney
Stockton, CA, City of	City Attorney
Torrance, CA, City of	City Attorney
Torrance, CA, City of	Assistant City Attorney
Tracy, CA, City of	City Attorney

CORRECTIONS/COURTS

Los Angeles County Superior Court, CA

Executive Officer/Clerk of the Court

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APPENDIX - F BIOGRAPHIES

Sherrill A. Uyeda – Founding Partner

Sherrill Uyeda has over fifteen years of public sector executive search experience. She began her career in executive search in 1998 with Norman Roberts & Associates, Inc. From 1999 to 2004, Ms. Uyeda was an executive search consultant with MAXIMUS, a leading government consulting firm which assists state, federal and local governments. In 2004, along with Eric J. Middleton, she founded Alliance Resource Consulting LLC.

Since 2007, Ms. Uyeda has been instrumental in expanding the organization's presence to include regional offices in Palo Alto (CA), Tampa (FL) and Seattle (WA). She fosters an environment of frequent communication to both clients and candidates and transparent and ethical recruitments on a timely basis. Her leadership and collaborative skills have led to an impressive hiring and retention rate.

Ms. Uyeda's track record of recruiting high-profile government executives across the nation in various industries include: city and county management, transportation, utilities, human resources, library services, building and planning, economic development and pension and retirement systems. Past clients for nationwide recruitments have included the City/County of San Francisco (CA), the County of Los Angeles (CA), Arlington County (VA), Broward County (FL), the City of Atlanta (GA), the City of Alexandria (VA), the City of Boston (MA), the City of Dallas (TX), and the City of San José (CA). Past retirement systems, she has recruited for are: Contra Costa County Employees Retirement Association, Fresno County Employees Retirement Association, Kern County Employees Retirement Association, Marin County Employees Retirement Association, Santa Barbara County Employees Retirement System, and Sonoma County Employees Retirement Association.

Additional areas of expertise include: facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys and compensation and benefits negotiations.

Ms. Uyeda graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of the Society for Human Resources Management.

Cindy Krebs – Regional Director

Cindy Krebs joined Alliance Resource Consulting in 2012 after serving more than 25 years as a high level manager and principal consultant for local governments, regional agencies and special districts. The experience she gained while working in the public sector gives Ms. Krebs a unique understanding of the complexities associated with public service careers as well as a strong appreciation for people who choose to dedicate themselves to improving the communities they serve. Ms. Krebs is highly adept at working with executive management teams, Board members, and community/special interest group and has managed several high profile recruitments for Alliance.

Ms. Krebs graduated from Baker University with Bachelor of Art degrees in both Communications and Spanish. She is also a graduate of CORO's Orange County Leadership program. Ms. Krebs is fluent in Spanish and proficient in French and Italian.

ALLIANCE
RESOURCE CONSULTING LLC

CITY ATTORNEY

City of Oxnard, CA

APPENDIX C REFERENCES

Contra Costa County, CA

Client Name: Julie Enea

Title: Senior Deputy County Administrator

Phone #: (925) 335-1077

Los Angeles County, CA

Client Name: Carla Williams

Title: Sr. Human Resources Manager

Phone #: (213) 893-7810

City of Santa Monica, CA

Client Name: Rod Gould

Title: City Manager

Phone #: (310) 458-8301

City of Ventura, CA

Client Name: Mark Watkins

Title: City Manager

Phone #: (805) 654-7740

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Meeting Date: 02/25/2014

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

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. S-1

Reviewed By: City Manager *mmh*

City Attorney *SMF*

Finance *LC*

Other (Specify) _____

DATE: February 18, 2014

TO: City Council

FROM: Karen R. Burnham, Interim 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 after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 02/25/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	Police	Ventura County Sheriff's Office	Memorandum of Agreement with the Ventura County Sheriff's Office for Crisis Intervention Team (CIT)	\$84,000
	Marty Meyer	Agreement No. A-7628	Memorandum of Agreement with the Ventura County Sheriff's Office to participate in a multi-agency Crisis Intervention Team and for funding the CIT Program. This partnership assists law enforcement agencies and serves as a liaison between law enforcement and the mental health community.	
	207-7078		Total Contract Amount: \$84,000 FundingSource: General Fund	
B Original Agreement	Development Services Transportation Planning	Landscape Support Services, Inc.	DS13-03-Landscaping for Ventura Blvd., Santa Clara Ave. & Auto Center Drive	\$170,808
	Cynthia Daniels	Agreement No. A-7653	Award to lowest responsible and responsive bidder for landscaping and irrigation for Ventura Boulevard, Santa Clara Avenue, and Auto Center Drive as part of the Rice/Highway 101 Interchange. Three bids were received and opened on 1/29/2014.	
	385-7871		Total Contract Amount: \$170,808 FundingSource: Federal Transportation Grants	
C Amendment	Finance	Hinderliter, de Llamas and Associates	Extend Agreement to ensure continued support in the proper allocation of sales taxes & reporting	\$15,600
	James Cameron	Agreement No. 5643-11-FN	HdL performs sales tax consulting for the City of Oxnard. In addition to providing quarterly reports on actual collections, HdL monitors business activity to ensure that sales taxes collected by the State are properly allocated to the City. This amendment extends the agreement by two years to ensure continued support in the proper allocation of sales taxes and reporting.	
	385-7461	Amendment 1	Total Contract Amount: \$31,200 FundingSource: General Fund	
D Change Order	DS Traffic Engineer	Granite Construction Co.	DS12-12-Oxnard School Area Safety- Safe Route to School	\$44,419
	Soher Abdelmalik	Agreement No. A-7570	This Change Order No. 6 is to cover cost difference not in original bid prices for unexpected site conditions found; includes clean-up and haul off, survey, paving, sidewalks, ramps, and spandrills removals and replacing, and extra mobilization.	
	385-7873	Change Order 6	Total Contract Amount: \$665,309 FundingSource: Traffic Impact Fees/Grant	

ATTACHMENT
PAGE 1 OF 2

City Manager Contract List for 02/25/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Change Order	Development Services Transportation Planning Cynthia Daniels	R.C. Becker & Son Agreement No. A-7621	GS09-18-Bike Path along Oxnard Blvd. to Gonzales Rd Install new concrete split rail fence on west boundary, install new landscaping, irrigation, and 8 ft. high wire fence and gates on east boundary of bike path due to unforeseen conditions. Work requires new grading. Contractor was low bidder awarded in October, 2013. Change order will add time to contract completion date. Location is south of Gonzales Road and east of Oxnard Boulevard. Total Contract Amount: \$593,044 FundingSource: Federal Grant and Air Pollution Buydown	\$171,178
F Purchase Order	Environmental Resources Todd Vasquez-Housley	Setco Purchase Order No. 1497	Emergency Purchase of Tires for Caterpillar 950G Waste Loader The Public Works Department is requesting an emergency purchase of \$32,159.08 for one set of four (4) replacement tires to a CAT 950G waste loader for waste transfer and processing at the Del Norte Regional Recycling and Transfer Station. Tire replacement is essential to maintain the safe operating condition of persons operating the CAT 950G waste loader and for efficient waste handling. Setco tires have proven durability through waste transfer applications at the Del Norte Facility. Three bids were received. This action will ratify approval obtained on February 13, 2014. Total Contract Amount: \$34,732 FundingSource: Solid Waste	\$34,732



Meeting Date: 2 / 25 / 14

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

Prepared By: Martin R. Erickson Agenda Item No. S-2Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other _____

DATE: February 12, 2014

TO: City Council

FROM: Martin R. Erickson
Deputy City Manager
City Manager's OfficeSUBJECT: **Transportation Development Act (TDA) Local Transportation Fund (LTF)
Allocations for FY 2013/14****RECOMMENDATION**

That City Council:

1. Adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of TDA funds as follows:
 - Gold Coast Transit (GCT) to receive \$5,578,844 of the City's Article 4 LTF allocation for FY 2013/14 to support and develop the public transportation system in Ventura County.
 - The City's transit services program to receive \$700,000 of Article 8c LTF funding for its transit operations program.
 - Use of \$1,754,797 from the City's LTF balance to be utilized for streets and roads purposes (Article 8a).
2. Authorize the City Manager to make the necessary budget allocations consistent with the resolution.

DISCUSSION

The State Legislature adopted the Transportation Development Act in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes. The primary purpose of TDA is for transit services. A significant portion of the City's TDA revenue is allocated to Gold Coast Transit (GCT), a joint powers agency comprised of the cities of Oxnard, Ventura, Port Hueneme and Ojai, and also the County of Ventura which provides both fixed route and paratransit service to Oxnard residents. The City Council approved the GCT budget in May, 2013. On July 1, 2014 GCT will officially become a transit district pursuant to the Governor's signing of AB 664 (Williams). A smaller portion of TDA funds go towards the City's transit services, primarily the operation of the Oxnard Transportation Center, the County's only multi-modal transportation center, and for bus stop and shelters.

Revenues to the LTF are derived from the ¼ cent sales tax collected statewide and distributed to each county according to the tax collected in that county. LTF claims for administration, planning and programming, pedestrian and bicycle projects, passenger rail projects, and community transit activities are allocated prior to city and county apportionments. The City submits LTF allocation claims to the VCTC for Article 4 (transit) LTF allocations for GCT, and Article 8c (transit) for the Transit Services Program, and Article 8a (streets and roads).

LTF Apportionment

Oxnard's share of the County's Article 4 and Article 8 LTF for FY 2013/14 is \$8,033,641. This number is calculated by population, and Oxnard's population of 200,855 represents 24.04% of the County's population. Hopefully, as the economy improves, sales tax revenues will increase and more TDA funding will be available for transit services.

City Contribution to Transit (LTF Article 4 and Article 8c)

The City's contribution to GCT is \$5,578,844 (LTF Article 4).

Attachment 2 is the resolution identifying funds to the GCT and transit funds for the City's Transit Services Program (LTF Article 8c).

Streets and Roads Maintenance (LTF Article 8a)

Once funds are allocated for the City's transit needs and all reasonable unmet transit needs are met, the LTF balance is available for streets and roads purposes under Article 8a. The remaining LTF balance for streets and roads purposes is \$1,754,797.

FINANCIAL IMPACT

Approval of these recommendations will provide for the funding allocations to meet FY 2013/14 commitments.

Attachment #1 - Resolution approving submittal of claim with VCTC for GCT, and LTF appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUBMITTAL OF A CLAIM WITH THE VENTURA COUNTY TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2013/14

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and State Transit Assistance Fund for use by eligible claimants for various transportation purposes; and

WHEREAS, the FY 2013/14 apportionment of LTF funds to the City of Oxnard from the Local Transportation Funds of Ventura County is \$8,033,641; and

WHEREAS, the Ventura County Transportation Commission (VCTC) has the authority to review claims and allocate such funds in accordance with State statutes and regulations.

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

1. Pursuant to Public Utilities Code Section 99400(c), to direct the City Manager or designee to submit a claim for LTF for FY 2013/14 to VCTC in the amount of \$700,000 to be used for the City's transit services program.
2. Pursuant to Public Utilities Code Section 99400(a), to direct the City Manager or designee to submit a claim for LTF for FY 2013/14 to VCTC in the amount of \$1,754,000 to be used for streets and roads purposes.
3. To authorize VCTC to allocate \$5,578,844 to Gold Coast Transit (GCT) for the purpose of support and development of the public transportation system within Ventura County for the FY 2013/14; and
4. To find that there are no unmet public transportation needs in the City that may be reasonably satisfied through expansion of the public transportation system.

PASSED AND ADOPTED THIS 25th day of February, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 1 OF 1



Meeting Date: 02 / 25 / 2014

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

Prepared By: Matthew G. Winegar

Agenda Item No. S-3

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____

DATE: February 10, 2014

TO: City Council

FROM: Matthew G. Winegar, Development Services Director
Development Services Department

SUBJECT: Authorization to Disburse and Appropriate Public Art Funds

RECOMMENDATION

That City Council:

1. Authorize the Cultural Arts Committee to disburse Public Art funds in the amount of \$25,000 for the purpose of providing additional funding to various cultural arts organizations, programs, and artists for the 2013-14 Grant program.
2. Approve a one-time appropriation in the amount of \$25,000 from fund balance of the Public Art Fund.

DISCUSSION

The Cultural Arts Committee recommends the appropriation of an additional \$25,000 from the Public Art Fund to be allocated to various Oxnard-based arts organizations and artists in the form of grants to support ongoing operations and cultural activities and encourage local artist development through the 2013 Cultural Arts Grant Program. A Request for Proposal (RFP) was issued which established the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. Based on the proposals submitted, the Cultural Arts Committee wishes to award grants for eligible proposals and determine grant amounts beyond the original allocation due to appeals received from applicants.

FINANCIAL IMPACT

Funds in the amount of \$25,000 are available for a one-time appropriation to Contribution of Public Arts Contracts account 547-4270-804-8209.

MGW/djo

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program _____
Manager: Matthew Winegar

Date: February 10, 2014
Phone: 385-7868

Reason for Appropriation:

To appropriate fund balance of Public Arts funds in the amount of \$25,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists.

Accounts and Descriptions

AMOUNT

Fund: **547 - ART IN PUBLIC PLACE TRUST**

Expenditures/Transfers Out

547-4270-804.8209 CONTRACTS AND SERVICES/SVCS-OTHER PROF 25,000

Sub-total Expenditures 25,000

Net Change to Fund Balance (25,000)

Net Appropriation Change 25,000

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 1

PAGE 1 OF 1

SBA# (Finance Use Only) _____

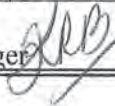
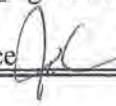
BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

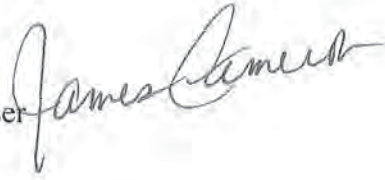
REQUIRES CITY COUNCIL AUTHORIZATION

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

Prepared By: Rena Bassett, RB

Agenda Item No. S-4Reviewed By: City Manager City Attorney Finance 

Other (Specify) _____

DATE: 01/21/2014**TO:** City Council**FROM:** Jim Cameron, Chief Financial Officer
Finance Department **SUBJECT:** Lease Amendment for Boys & Girls Club**RECOMMENDATION**

That City Council approve a First Amendment to the original Ground Lease Agreement, dated August 11, 1998, with the Boys & Girls Club of Oxnard, for the purpose of permitting a pre-school center to be operated within the Clubhouse facility.

DISCUSSION

The City owns the parcel at 1900 W. Fifth Street on which the Boys & Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) Martin V. Smith Clubhouse is located. The Boys & Girls Club of Oxnard owns the Clubhouse facility, but leases the property from the City under the terms of a Ground Lease Agreement, which was approved in 1998. Exhibit B to the Ground Lease Agreement sets forth the acceptable uses of the property and addresses issues such as the hours of operation and the types of services the Boys & Girls Club will provide.

The Boys & Girls Club of Oxnard desires to operate a pre-school center within a portion of the Clubhouse, and has made application for the appropriate permit as required by local ordinance. All appropriate City departments have reviewed the application and support the inclusion of a pre-school center as an acceptable use, subject to appropriate State licensing. While City staff supports the inclusion of a pre-school center at the Clubhouse, such a service is not currently contemplated within Exhibit B to the Ground Lease Agreement. Since Exhibit B to the Ground Lease Agreement does not list a "pre-school center" as an acceptable service, the parties have decided to amend the Ground Lease Agreement to include the provision of a "pre-school center" as an acceptable service. This would eliminate any ambiguity in the Ground Lease Agreement and remove any legal impediment for an otherwise acceptable use of the Clubhouse.

The proposed First Amendment is limited to paragraph 2 of Exhibit B. Under the terms of the proposed First Amendment, the Boys & Girls Club agrees to provide, organize and maintain services and programs at the Clubhouse and agrees to only provide those services and programs that its Board of Directors approves that are consistent with the mission and values of the national organization (*i.e.*, the Boys & Girls Clubs of America).

In addition, the City reserves the right to require the Boys & Girls Club to provide the City with written approval of the national organization as to the suitability of any specific service or program proposed for the Clubhouse when such service or program requires the approval of an entitlement from the City. This allows the City to maintain some control over those services or programs that require heightened City review.

Finally, the First Amendment lists the provision of a “pre-school center” as one of the typical services or programs that the national organization supports and allows the Boys and Girls Club to add to or delete additional services and programs in accordance with the standards, mission, and values of the national organization.

FINANCIAL IMPACT

There is no financial impact caused by the proposed amendment.

JC:MM:RB

Attachment 1- Proposed Amendment to Ground Lease Agreement
Attachment 2 - Original Ground Lease Agreement

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("First Amendment") dated as of January 28, 2014 amends that certain Ground Lease Agreement dated August 11, 1998 ("Ground Lease"), by and between The Boys & Girls Club of Oxnard, a non-profit corporation ("Tenant") and the City of Oxnard, a municipal corporation ("Landlord").

Tenant and Landlord agree as follows:

1. Paragraph 2, "Services," of Exhibit B, "Use of Property," is hereby deleted in its entirety and replaced with the following:

"2. SERVICES. The Tenant agrees to provide, organize, and maintain services and programs on the Land. Such services and programs shall be those that the Tenant's Board of Directors approves that are consistent with the mission and values of the national organization, the Boys & Girls Clubs of America (BGCA). The Landlord reserves the right to require that Tenant provide Landlord with written approval from BGCA as to the suitability of any specific service or program proposed for the Land when such service or program requires the approval of an entitlement or permit from the City of Oxnard.

Examples of typical services and programs supported and approved by BGCA include:

- Drop in Center - a low cost, safe environment for children when they are not in school;
- Everyday Programs - which offer opportunities for youth to build self-esteem, confidence and a sense of belonging;
- Athletic Facilities - an 8,000 square foot gymnasium plus a multipurpose room, for weights or dance or offices;
- Activities Center - a large game room for social interaction between members in table tennis, billiards, foosball and other table games;
- Nutritional Center/Kitchen - where nutritional meals/snacks will be available at a low cost or no cost daily;

- Computer Learning Center - approximately 20 computers with Internet connections will help children improve their computer skills and educational assignments;
- Children's Theater - a theater for drama, dance and musical performances, with seating for 150 persons;
- Pre-School Center - for children 3 to 6, as licensed by the State of California;
- Teen Center - a center for teens ages 13-18 with a safe, supervised environment;
- Cultural Arts and Crafts Center - where children have the opportunity to express their creativity in the arts;
- Special Interest Clubs - including biking, martial arts, card clubs, junior leaders, and many other areas of special interest;
- Drug, alcohol and teen pregnancy prevention programs - provided through "Smart Moves" a nationally acclaimed program developed by Boys & Girls Clubs of America;
- Leadership and Citizenship Training - provided through National Keystone and Torch Club programs and Community Services projects;
- Outdoor and Environmental Education - including hiking, camping, sailing and other high adventure trips.

Tenant may add to or delete programs, all in accordance with the standards, mission, and values of the Boys & Girls Clubs of America."

2. Except as otherwise expressly provided in this First Amendment, all terms and conditions of the Ground Lease shall remain the same.

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT NO. 1
PAGE 2 OF 6

LANDLORD:
CITY OF OXNARD

Tim Flynn, Mayor

TENANT:
BOYS & GIRLS CLUB OF OXNARD

By Jim Blaylock
C.P.O.

Its _____

ATTEST:

Daniel Martinez, City Clerk

By _____

Its _____

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, Interim City Attorney

By _____

Its _____

APPROVED AS TO CONTENT:

James Cameron
James Cameron, Chief Financial Officer

APPROVED AS TO INSURANCE:

[Signature]
Risk Manager

ATTACHMENT NO. 1
PAGE 3 OF 6

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2013

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

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

PRODUCER Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032		CONTACT NAME: PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254 E-MAIL ADDRESS:	
INSURED Boys & Girls Club of Greater Oxnard and Pt. Hueneme 1900 W. 5th Street Oxnard, CA 93030		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2013 - 2014 ALL

REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK999519	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY		PHPK999519	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB		PHUB416088	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB					AGGREGATE \$ 3,000,000
	DED ☒ RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Property		PHPK999519	04/01/2013	04/01/2014	Limit: \$275,000 Ded: \$1,000 Special Form, Replacement Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Oxnard, its officers, agents, employees and volunteers are named as additional insureds as respects operations of named insureds.

30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
300 W. Third St., #302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Laubacher Jr.

ATTACHMENT NO. 1

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POLICY NUMBER: PHPK999519

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Oxnard

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 | Copyright, Insurance Services Office, Inc., 1982

CCO/IV600-30/h:common/forms.addinsurgeneral.doc

(rev 2/05)

ATTACHMENT NO. 1
PAGE 5 OF 10



BOYSAND-01

CUCA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

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

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

PRODUCER	(805) 965-0071	CONTACT NAME: Laura Siegel
Brown & Brown Insurance		PHONE (A/C, No, Ext): (805) 690-2616
License # 0D04053		FAX (A/C, No): (805) 690-2716
P.O. Box 61010		E-MAIL ADDRESS: lsiegel@bbofcal.com
Santa Barbara, CA 93160-1010		
INSURED		INSURER(S) AFFORDING COVERAGE
Boys and Girls Club of Great Oxnard & Port Hueneme		INSURER A: New York Marine and General Insurance Co,
1900 W 5th Street		INSURER B:
Oxnard, CA 93035-		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC201300004298	10/6/2013	10/6/2014	X WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Risk Management
300 West Third Street
Oxnard, CA 93030-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made, effective this ____ day of _____, 1998, between THE BOYS & GIRLS CLUB OF OXNARD, a non-profit corporation ("the Tenant"), and THE CITY OF OXNARD, a municipal corporation ("the Landlord").

WITNESSETH:

In consideration of the agreements hereinafter contained, the Landlord and Tenant agree as follows:

SECTION 1 - PREMISES

1.1 Land. Subject to and under the terms of this Agreement, the Landlord hereby demises and lets to the Tenant and the Tenant hereby leases from the Landlord, all of the Landlord's right, title and interest in and to approximately 28,000 square feet of real property situated in the City of Oxnard, County of Ventura, in the easterly portion of the City's Southwest Community Park (the "Land"). The exact location of the Land will be determined by mutual agreement, subject to the Landlord's planning process for the improvements. This Lease confers no benefits or privileges with respect to property in the public park, other than the Land. The Tenant shall have the same rights as, and shall be subject to the same restrictions as, the general public with respect to use of the public park.

1.2 Improvements, Parking Lot, Landscaping.

(a) The Tenant will construct improvements on the Land (the "Improvements"). The Improvements are described on Exhibit A hereto. The Tenant will construct a parking lot on the public property surrounding the Land ("Parking Lot"). The size of the Parking Lot will be determined by the Landlord's planning requirements for the Improvements and by the Landlord's projected parking needs for public park purposes. During the term of this Lease, the Tenant shall have a non-exclusive right to use the Parking Lot for ingress, egress, and vehicle parking only, for the Tenant's activities and programs at the Premises. The Tenant will also install landscaping immediately surrounding the Improvements (the "Landscaping"). The Landlord shall perform maintenance of the Landscaping in accordance with City standards. The Landlord and the Tenant shall pay for maintenance of the Landscaping, according to a formula to be agreed upon prior to issuance of a certificate of occupancy for the Improvements. If the Landlord and the Tenant are not able to agree upon a formula for payment for maintenance, the dispute shall be submitted to arbitration under the rules of the American Arbitration Association for commercial arbitration.

(b) The Improvements, the Landscaping and the Parking Lot will be constructed in accordance with all City codes and standards. The Tenant shall obtain at the Tenant's expense all permits and entitlements required by the City or any other agency in connection with construction of the Improvements, Landscaping and Parking Lot. The plans for the Improvements, Landscaping and Parking Lot must be approved in accordance with usual City procedures. The Tenant will provide the Landlord with a performance bond executed by a corporate surety acceptable to the Landlord, in a sum equal to the City Engineer's estimate of the cost of completion of the Improvements, Landscaping and

Parking Lot, ensuring the completion of the Improvements in accordance with the approved plans and specifications.

(c) The Improvements, Landscaping and Parking Lot shall be complete, and the Tenant shall have received a certificate of occupancy, no later than December 31, 2000, or the Tenant shall be deemed to have committed an Event of Default under this Agreement, as described in Section 17.1(b), and the Landlord shall be entitled to exercise all remedies available under Section 17 and by law. Nothing in this Agreement obligates the Landlord to issue a certificate of occupancy or to otherwise exercise its police power in any particular manner.

(d) The Landscaping and Parking Lot shall, after construction and acceptance by the City, become public property. The Tenant reserves title to the Improvements and severs ownership of the Improvements from the Land. Notwithstanding such reservation and severance, the terms of this Agreement will govern the use, operation and transfer of the Improvements and the exercise of the Tenant's and the Landlord's rights with respect thereto. On termination of the Term, whether by expiration of time or as otherwise herein provided, title to all Improvements will pass in fee simple absolute from the Tenant to the Landlord without compensation to the Tenant or the requirement of any additional action by the Landlord or the Tenant. The Landlord and the Tenant intend the Improvements to constitute real property for all purposes and do not intend to characterize the Improvements as personal property for any purpose.

1.3 Title Conditions. The Tenant accepts the condition of title to the Land.

1.4 Physical Condition. The Tenant accepts the Land in its present condition and without any representation or warranty of any kind by the Landlord, except that the Landlord hereby represents and warrants that the leasehold estate created by this Agreement is not subordinate or subject to the lien of any mortgage, assignment, encumbrance or other claim affecting all or any part of the Land created by or resulting from any action or failure to act by the Landlord other than liens for ad valorem taxes and other similar claims arising by operation of law. The Tenant has satisfied itself as to the environmental condition of the Land, and as to the existence or nonexistence of any toxic or hazardous materials or conditions. The parties intend that the Landlord transfer and the Tenant accept the Land in an "AS IS" condition "WITH ALL FAULTS."

SECTION 2 - TERM

2.1 Term

(a) The term of this Agreement is thirty-five (35) years and will commence at 12:01 a.m. on _____, 19 __, and terminate at 12:00 midnight on _____, 20 __, unless sooner terminated as herein provided.

(b) Provided that the Tenant is not then in default under this Agreement, the Tenant shall have the option to extend the term of this Agreement three times, for ten (10) years each time, on the same terms and conditions as the original Agreement, by providing to the Landlord written notice of intent to extend, at least thirty (30) days prior to the expiration of the initial term.

(c) If the Tenant exercises all its options to renew, at the expiration of the Term, the Landlord and The Tenant may further extend the term of the Agreement on mutually agreed terms similar to those in this Agreement, with a view toward continuing and enhancing the use for Boys and Girls Club purposes and for public purposes.

2.2 Nonterminability. Except as expressly provided in Section 14 of this Agreement, the Tenant will have no right to terminate this Agreement or to quit, abandon or surrender the leasehold estate hereby created or all or any part of the Land or to be released, relieved or discharged from any obligation or liability hereunder for any reason, including, without limitation, any damage to or destruction of all or any part of the Improvements, any interference with the use or possession of all or any part of the Land or Improvements, any acquisition by the Tenant of ownership of any reversionary estate or remainder interest covering all or any part of the Land, any default or other breach by the Landlord of the terms of this Agreement, the occurrence of any act which renders the performance by the Landlord or the Tenant of this Agreement impossible or frustrates the use of the Land or Improvements for any purpose, any force majeure or any action or threatened action of any court, administrative agency or other governmental authority.

2.3 Prorations. If the commencement date or the expiration date of the Term is a date other than the first day of a month, the installment of Rent for the month in which such date occurs will be prorated based on a thirty (30) day month. If any charge comprising Additional Rent, as defined in paragraph 3.1 hereinbelow, is computed for a term beginning before the commencement date or extending beyond the expiration date of the Term, the charge will be prorated between the Landlord and the Tenant based on a three hundred sixty (360) day year.

SECTION 3 - RENT

3.1 Minimum Rent/Rent. The Tenant agrees to pay to the Landlord throughout the Term as Minimum Rent the sum of Ten Dollars (\$10.00) per annum, payable in arrears at the end of each year of the Term. All other monetary charges payable by the Tenant hereunder shall be deemed to be Additional Rent. The term "Rent" as used herein means Minimum Rent and Additional Rent.

3.2 Net Rent. The Rent payable by the Tenant hereunder will be absolutely net to the Landlord throughout the Term. Rent will be paid by the Tenant to the Landlord without prior notice, demand, setoff, counterclaim, abatement, deduction, defense or deferment and, except as otherwise provided in Section 14, the Tenant will have no right to reduce, abate or defer the Rent payable hereunder for any reason whatsoever. All costs associated with the construction, operation and maintenance of the improvements shall be borne by Tenant, including possessory interest taxes, utility payments, income taxes and all other taxes and Impositions, as defined in Section 5.2 below.

3.3 Utilities Charges. Included in the obligations of the Tenant to pay Rent is the obligation to pay utilities charges. Utilities charges are all charges for water, sewer, gas, heat, light, power, telephone service, electricity, refuse collection and other utility and communication services rendered or used on or about all or any part of the Land or the Improvements and all other similar costs and expenses relating to the use, operation and maintenance of the Land or the Improvements.

SECTION 4 - USE

4.1 Use. The uses of the Land described in Exhibit B have been determined by the Landlord and the Tenant as uses which directly and indirectly benefit the public and the public park in which the Land is located. Accordingly, the Tenant is hereby granted the right to occupy and use the Land only for the purposes described herein in Exhibit B, subject only to such restrictions as are imposed herein and in Exhibit B or are imposed by Legal Requirements, as defined in Paragraph 7 hereinbelow. The Tenant shall not carry on any activities at the Premises which involve the use of hazardous material as defined by federal or State law. The Landlord and the Tenant may, upon mutual written agreement, alter the uses described on Exhibit B, so long as the alterations are consistent with and contribute to the public and public park use.

4.2 Obligation to Use. The Tenant is affirmatively obligated to use the Land and Improvements for the purposes stated in Exhibit B, and the Tenant shall be deemed to have committed an Event of Default under the provisions of this Agreement if the Tenant does not so use the Land and Improvements.

4.3 Quiet Enjoyment. So long as the Tenant observes and performs all of the terms of this Agreement, the Landlord warrants the peaceful and quiet occupation and enjoyment of the Land by the Tenant free and clear of interference by any Person claiming under the Landlord. The Tenant hereby grants to the Landlord, its agents and representatives, the right to enter and inspect the Land and Improvements at reasonable times with prior reasonable notice. The Landlord has no duty to make any such inspection and will not incur any liability or obligation with respect to any state of facts which are or might have been discovered by reason of any such inspection.

4.4 Person(s). For purposes of this Agreement, the term "Person(s)" includes any individual, corporation, association, trust, partnership, joint venture or any government or agency or political subdivision thereof.

SECTION 5 - IMPOSITIONS

5.1 Payment. Throughout the Term, the Tenant will pay or cause to be paid all Impositions directly to the charging authority promptly as the same become due, prior to the time penalties or interest attach thereto and before nonpayment gives rise to a lien on the Land or the Improvements. The Landlord will have no responsibility of any kind with respect to any Imposition.

5.2 Impositions. All taxes (including, without limitation, sales and use taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed during the Term), water, sewer and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time during the Term may be assessed, levied, confirmed or imposed on the Land, the Improvements or any interest therein or against the Tenant or the Landlord in connection therewith. The term "Impositions" specifically excludes all income, estate, succession, inheritance, transfer or franchise taxes imposed against the Landlord, the Rent paid to the Landlord or the

Landlord's interest in the Land; provided, that if during the Term, taxes in the nature of real or personal property ad valorem taxes are levied on the Rent paid hereunder in lieu of all or any portion of the Impositions which the Tenant would otherwise be obligated to pay, such taxes will be included in the meaning of the term "Impositions."

5.3 Conversion to Installments. If permitted by law, the Tenant will have the right to apply for conversion of Impositions to installment payments. The Landlord agrees to permit the application for such conversion to be filed in the Landlord's name, if necessary, and agrees to execute all documents reasonably requested by the Tenant in connection therewith.

5.4 Proration. All Impositions (excluding Impositions which have been converted to installment payments during the Term), which are payable during the final year of the Term will be apportioned pro rata between the Landlord and the Tenant. Impositions which have been assessed during the Term and converted to installment payments will be paid in full by the Tenant on the termination of the Term.

5.5 Right to Contest. The Tenant will have the right to contest the validity, amount or application of any Imposition by diligent pursuit of appropriate legal proceedings conducted at the Tenant's expense. If required by law, the Landlord agrees that such proceedings may be conducted in the name of the Landlord, and the Landlord agrees to execute and deliver all documents which are reasonably requested by the Tenant in connection therewith. If at any time the Land, the Improvements or any part thereof becomes subject to forfeiture, or the Landlord becomes subject to liability arising from nonpayment of any Imposition, the Tenant will promptly pay the disputed Imposition or deposit with the Landlord such collateral or other assurances as might be reasonably required by the Landlord to protect the Land, the Improvements and the Landlord from liability or forfeiture by reason of nonpayment.

5.6 Refunds. The Landlord agrees that any refunds or rebates of Impositions previously paid by the Tenant pursuant to the provisions of this Agreement will belong to the Tenant. The Landlord agrees to sign such receipts and other documents as might be reasonably requested by the Tenant to obtain payment of such refunds.

5.7 Evidence of Payment. The Tenant agrees to furnish to the Landlord within ten (10) days after the date when any Imposition would have become delinquent, receipts or other appropriate evidence of payment of such Imposition.

SECTION 6 - REPAIRS, ALTERATIONS, ADDITIONS

6.1 Maintenance and Repair. Throughout the Term the Tenant will maintain the Land and Improvements in good and clean order and condition, and will promptly make all repairs, renewals and replacements (whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen), necessary or appropriate to maintain the Land and Improvements in at least as good condition as their original condition, reasonable wear and tear excepted. All repairs, replacements and renewals will be reasonably equal in quality to the original Improvements. All such actions will be performed at the expense of the Tenant and the Landlord will not be required to

maintain, alter, repair, rebuild or replace all or any part of the Land or the Improvements in any way. The Tenant expressly waives any right to make repairs at the expense of the Landlord which might be provided for in any law now or hereafter in effect.

6.2 Alterations and Additions. If no Event of Default has occurred and is continuing, the Tenant may make additions to and alterations of the Improvements (and may partially demolish the Improvements); provided that any such additions and alterations; (a) will not weaken or impair the structural strength of the Improvements (except in the event of demolition and replacement) or reduce the fair market value of the Land and Improvements below the fair market value which existed immediately before such alteration or addition, or impair the usefulness of the Land and Improvements; (b) are effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements; and (c) are promptly and fully paid for by the Tenant. Title to all such additions and alterations and to all new Improvements constructed on the Land will vest in the Landlord on the expiration or sooner termination of the Term.

6.3 Landscaping and Parking Lot. As set forth in paragraph 1.2(a) hereinabove, Tenant will contribute to the cost of maintaining the Landscaping, pursuant to the formula adopted by the parties. The Tenant will also keep the Landscaping and Parking Lot reasonably clean and clear of litter, debris and trash on a daily basis, with consideration to the fact that the Tenant does not operate all day every day. At such time as the public park in which the Parking Lot is located is fully operational, the Landlord and the Tenant will negotiate a maintenance agreement which reflects the fact that the general public contributes to the need for daily maintenance and clean up.

6.4 Utility Charges. Throughout the Term the Tenant will pay all Utility Charges before the same become delinquent and the Landlord will have no obligation with respect thereto.

SECTION 7 - LEGAL REQUIREMENTS

7.1 Compliance. The Tenant agrees to comply with all Legal Requirements throughout the Term at the Tenant's expense. The Landlord will have no responsibility of any kind with respect to any Legal Requirements.

7.2 Legal Requirements. Legal Requirements are all laws, statutes, codes, ordinances, orders, judgments, decrees, instructions, rules, regulations, permits, licenses, authorizations, directions and requirements of all agreements with all federal, state and local governments, agencies and officials, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Land or the Improvements or to any use or condition of all or any part of the Land or the Improvements or to the Landlord or the Tenant.

7.3 Permitted Contest. The Tenant will have the right to contest the validity or application of any Legal Requirement by diligent pursuit of appropriate legal proceedings conducted at the Tenant's expense. Any such contest may be brought in the name of the Landlord if required by law, and the Landlord agrees to execute and deliver such instruments as are reasonably requested by the Tenant to facilitate such contest. If allowed by law, the Tenant may delay compliance with the contested Legal Requirement until final determination of the contest; provided, that if the failure

of the Tenant to comply with the disputed Legal Requirement will subject the Land, the Improvements or any part thereof to forfeiture or the Landlord to liability arising from such noncompliance, the Tenant will promptly comply with the Legal Requirement or deposit with the Landlord such collateral or other assurance as might be reasonably required by the Landlord to protect the Land, the Improvements and the Landlord from liability or forfeiture by reason of such noncompliance.

7.4 Evidence of Compliance. The Tenant agrees to furnish to the Landlord within ten (10) days after the Landlord's written request therefor such permits, orders, certificates or other documents as might be reasonably requested by the Landlord to evidence compliance with Legal Requirements applicable to the Land, the Improvements or the Landlord.

SECTION 8 - LIENS; FIRST MORTGAGE

8.1 Liens. The Tenant will not directly or indirectly create or permit to be created or to remain any lien, encumbrance or claim affecting the Land or the Landlord's interest under this Agreement other than: (a) the leasehold estate created by this Agreement and the rights, if any, of present and future subtenants of the Tenant hereunder; and (b) liens for Impositions not yet due or payable or which are the subject of a contest as permitted by Section 5.4. In the event of the filing of any such claim against the Landlord, the Land or the Landlord's interest hereunder, the Tenant will cause the same to be discharged of record at the Tenant's expense within ninety (90) days after written notice from the Landlord. The Tenant will have the right to contest any such claim by diligent pursuit of appropriate legal proceedings which may be conducted by the Tenant at the Tenant's expense in the name of the Landlord, if legally required. If at any time during the contest of such claim the Land, or the Landlord's interest hereunder becomes subject to forfeiture, or if the Landlord becomes subject to liability arising from nonpayment of the same, the Tenant will promptly pay the disputed claim or will deposit with the Landlord such collateral or other assurances as might be reasonably required by the Landlord to protect the Land, the Landlord's interest hereunder and the Landlord from liability or forfeiture by reason of such claim.

SECTION 9 - SUBLETTING

9.1 Tenant's Right to Sublet. The Tenant will not have the right to sublet all or any portion of the Land and/or the Improvements without first obtaining the written consent of the Landlord. Such consent shall not unreasonably be withheld; however, in determining whether consent will be granted, the Landlord may consider, in addition to all other appropriate factors, the public purposes for which this Agreement is entered, and whether subletting furthers such purposes.

9.2 Attornment of Subtenants. The Tenant agrees that each sublease entered into by the Tenant during the Term will contain a provision whereby the subtenant agrees to attorn to the Landlord in the event of the termination of this Agreement. Within thirty (30) days after written demand, but not more often than once each year, the Tenant will furnish to the Landlord a schedule, certified as correct by the Tenant, setting forth all subleases then in effect including the names of the subtenants thereunder, a description of the demised premises and the amount of annual rent payable by each subtenant.

9.3 Nondisturbance Agreements. The Landlord agrees that the Landlord will execute and deliver from time to time within ten (10) days after each written request by the Tenant, agreements among the Tenant, the Landlord and any subtenant to the effect that a termination of this Agreement and the leasehold estate hereby created will not terminate the sublease between the Tenant and the subtenant provided that: (a) the terms of the sublease between the Tenant and the subtenant represent a good faith effort by the Tenant to lease the demised premises at rental rates and on terms prevailing in the Oxnard market at the time of execution of such sublease; (b) all expenses of preparing any such nondisturbance agreement will be paid by the Tenant or the subtenant; and (c) the Landlord will incur no obligations to the subtenant under the terms of the nondisturbance agreement other than the terms hereafter set forth in this Section 9.3. To the extent that the Landlord has entered into such nondisturbance agreements with any subtenant, the sublease which the subtenant holds on the termination of this Agreement will be deemed to constitute a direct lease between the Landlord and the subtenant and will have the same force and effect as if the Landlord had originally entered into the sublease as the landlord thereunder. The Landlord further agrees that the Landlord will not name any subtenant holding a nondisturbance agreement executed by the Landlord in any action to terminate this Agreement or to exercise any other relief to which the Landlord might be entitled hereunder.

SECTION 10 - TENANT'S TRANSFER

10.1 Tenant's Transfer. The Tenant may not transfer all or any part of its interest hereunder without the prior written consent of the Landlord. In determining whether to give consent, the Landlord may consider the financial condition of the proposed transferee and the Landlord may consider whether the proposed transfer furthers the public purposes for which this Agreement is executed.

SECTION 11 - LANDLORD'S TRANSFER

11.1 Right to Transfer. The Landlord will have the right at any time and from time to time during the Term to sell, convey, transfer and assign all or any portion of the Landlord's interest in this Agreement, the Land or the Improvements, so long as such transfer does not impair Tenant's rights under this Agreement. In the event the Landlord elects to enter into one or more such transfers, the Landlord agrees to deliver to the Tenant true and complete copies of the instrument or instruments effecting each such transfer within thirty (30) days after the effective date of such transfer.

11.2 Attornment. The Tenant agrees to accept and attorn to the transferee of the Landlord's interest hereunder as if such transferee had been the party named as the original Landlord in this Agreement.

SECTION 12 - INDEMNITY: INSURANCE

12.1 Indemnity. The Tenant agrees to protect, indemnify and hold harmless the Landlord against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Landlord or asserted against the interest of the Landlord in the Land, the Improvements or this Agreement which do not result from the willful act or gross negligence of the Landlord, its agents,

contractors, employees, licensees and invitees and which arise by reason of: (a) any injury to or death of any person or any damage to property located in or on the Land or Improvements; (b) any use, condition or state of repair of all of any part of the Land or Improvements; (c) any failure by the Tenant to perform the obligations of the Tenant under this Agreement; or (d) any act on the part of the Tenant or any of the Tenant's agents, contractors, employees, licensees or subtenants. If any action, suit or proceeding is brought against the Landlord by reason of any such occurrence, the Tenant, promptly after the written request of the Landlord, will defend such action, suit or proceeding at the Tenant's expense with legal counsel designated by the Tenant which is reasonably acceptable to the Landlord.

12.2 Insurance. The Tenant shall obtain and maintain during the Term the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City Manager or designee.

12.3 Policy Provisions. All insurance maintained by the Tenant pursuant to Section 12.2 will: (a) name the Landlord and the Tenant as insureds as their respective interests appear; (b) include an effective waiver by the insurer of all rights of subrogation against any named insured; (c) provide that the coverage afforded by such policies will not be canceled by the insurer without prior written notice to the Landlord; and (d) be issued by companies and in forms reasonably satisfactory to the Landlord in all other respects.

12.4 Delivery of Policies. Promptly after the execution of this Agreement and continuously thereafter during the Term, the Tenant will deliver to the Landlord true and correct copies of all insurance policies required by this Agreement together with appropriate evidence of payment of the premiums therefor, and such other evidence of coverage as may be required by the City Manager or designee.

12.5 Approval by City Manager. All insurance coverages are subject to approval by Landlord's City Manager or designee as to, inter alia, terms, amount of deductible, naming of beneficiary, and rating of the insurer. This Agreement will not become effective until the City Manager has reviewed and accepted all Tenant insurance coverage, which shall be signified by the City Manager's signature on this Agreement. The Tenant shall not change or reduce any insurance coverage required hereunder without the prior written consent of the City Manager.

12.6 Insurance a Material Term. Maintenance of proper insurance coverages by The Tenant is a material element of this Agreement. The Tenant's failure to maintain or renew insurance coverages or to provide evidence of coverage may be considered an Event of Default under this Agreement.

SECTION 13 - DAMAGE AND DESTRUCTION

13.1 Notice. In case of damage to the Improvements in excess of One Hundred Thousand Dollars (\$100,000.00), the Tenant will promptly give written notice thereof to the Landlord describing the nature and extent of the casualty.

13.2 Restoration. If the Improvements are damaged or destroyed during the Term, the Tenant will as soon as practicable after the casualty restore the Improvements to substantially the condition which existed immediately prior to such damage or destruction. The Tenant will not be entitled to any offset or abatement in Rent or to any termination or extension of the Term as a result of deprivation or limitation of use of the Improvements occasioned by any casualty, or by repairs or replacements required by this Section 13.2; however, failure of the Tenant to restore the Improvements shall be an Event of Default under this Agreement, which will entitle the Landlord to exercise its remedies for Default.

13.3 Insurance Proceeds. Insurance proceeds will be applied by the Tenant to the payment of the costs of restoration as such costs are incurred. After full payment of all costs of restoring the Improvements, any balance of insurance proceeds will be paid to the Tenant.

SECTION 14 - EMINENT DOMAIN

14.1 Total Taking. If, during the Term, all of the Land and the Improvements are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, or if less than all of the Land and the Improvements are taken, but the Improvements cannot be restored to an economically useful unit, this Agreement will terminate on the date of vesting of title to the Land and Improvements in the condemnor. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Section 14.6 of this Agreement.

14.2 Partial Taking. If less than all of the Land and the Improvements are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, and the Improvements can be restored to an economically useful unit, this Agreement will not terminate but will continue in full force and effect for the remainder of the Term with respect to that portion of the Land and the Improvements which is not the subject of the taking. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Section 14.6 of this Agreement. In such event, the Tenant agrees, at the Tenant's expense, to restore that portion of the Improvements not so taken to a complete architectural unit of substantially the same usefulness, design, construction and character as the Improvements existing before such taking. For the balance of the Term, a just and appropriate part of the Rent, according to the nature and extent of the taking, will be abated.

14.3 Temporary Taking. If all or any portion of the Land or the Improvements is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period, this Agreement will not terminate and the Tenant will continue to perform all of the Tenant's obligations hereunder as though such taking had not occurred (except to the extent that the Tenant is prevented from doing so by reason of such taking; provided, in no event will the Tenant be excused from the payment of Rent and all other charges required to be paid by the Tenant under this Agreement). In the event of such taking, the Tenant will be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise) and the Landlord hereby assigns such award to the Tenant, unless the period of governmental occupancy extends beyond the termination of the Term, in which case the award will be apportioned between the Landlord and the Tenant. The

Tenant agrees to restore the Improvements to the condition which existed prior to such taking at the Tenant's expense at the termination of any such governmental occupancy.

14.4 Minor Taking. A taking of any bridge, vault, easement or portion of the Improvements projecting into any public way will not be deemed a taking of any part of the Land or the Improvements for the purposes of this Section 14, and this Agreement will not be affected by any such taking. The Tenant will be entitled to receive any award made for any such taking and will make any alteration to the Improvements required by such taking at the Tenant's expense.

14.5 No Abatement of Rent. In the event of the termination of this Agreement as a result of any total or partial taking of the Land, the Rent payable by the Tenant will not be abated.

14.6 Apportionment of Award. If all or a portion of the Land and/or the Improvements are taken as contemplated by Sections 14.1 or 14.2, the Landlord and the Tenant agree to request the court conducting any proceeding in connection therewith to make separate awards to the Landlord and the Tenant as to their respective interests in the Land and the Improvements. If for any reason the court is unwilling or unable to make such separate awards, the Landlord and the Tenant agree that the single award for any such taking will be apportioned in the following manner and paid in the following order:

14.6.1 Expenses. The award will first be applied to reimburse the Landlord and the Tenant for reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with obtaining the award.

14.6.2 Restoration Costs. To the extent that the Tenant is obligated or elects to restore the Improvements, the award will next be applied to payment of the costs reasonably incurred by the Tenant in effecting such restoration.

14.6.3 Landlord's Cost. Any balance of the award remaining after the foregoing application will be allocated to the Landlord.

14.7 Arbitration. In the event the Landlord and the Tenant are unable to agree as to the amount of any abatement of Rent to which the Tenant might be entitled or the division of any award arising from a taking of all or a portion of the Land or the Improvements, on the written demand of either the Landlord or the Tenant, such abatement and/or division will be determined by arbitration in accordance with the rules of the American Arbitration Association for commercial arbitration.

14.8 Participation in Proceedings. The Landlord and the Tenant will each have the right at their respective expense to participate in any proceeding seeking to take all or any portion of the Land or the Improvements and any appeals which might be taken therefrom.

SECTION 15 - FEE MORTGAGES

15.1 Landlord's Mortgage. From time to time during the Term, the Landlord will have the right to execute one or more Fee Mortgages, subject to the following limitations:

15.1.1 Tenant's Rights. All rights acquired under any Fee Mortgage will be subject and subordinate to the rights of the Tenant under this Agreement and the holder of any Fee Mortgage will have no right to disturb the Tenant in the Tenant's possession of the Land and Improvements or to deprive the Tenant of any other right created for the benefit of the Tenant under this Agreement, except by reason of the Tenant's Default hereunder.

15.1.2 Nondisturbance. In the event of default under a Fee Mortgage, the Tenant will not be made a party in any proceeding to enforce any of the holder's rights thereunder and, on the succession of the holder of a Fee Mortgage to the rights of the Landlord, this Agreement will continue in force and effect as a direct lease from such holder to the Tenant.

15.1.3 Notices. Each Fee Mortgage will provide that the holder thereof, on serving the Landlord with any notice claiming a default in performance by the Landlord under the Fee Mortgage, will simultaneously serve a copy of such notice to the Tenant.

15.1.4 Confirmation. If so requested by the Tenant, the Landlord will cause to be executed and delivered to the Tenant at the Landlord's expense an instrument whereby the Landlord and the holder of the Fee Mortgage agree to be bound by the provisions of this Section 15.1.

15.2 Right of Refusal. To the extent that the preferential right to purchase any interest transferred by the Landlord created by Section 11.2 of this Agreement is in effect, the foreclosing holder of a Fee Mortgage will be deemed to be a transferee of an interest of the Landlord and will be bound to comply with the terms of Section 11.2.

15.3 Fee Mortgage. Fee Mortgage means a mortgage, security agreement, collateral assignment, trust indenture, or any other instrument creating a lien, security interest or other encumbrance-covering all or any part of the Landlord's interest in this Agreement, the Land or the Improvements and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

SECTION 16 - LEASEHOLD MORTGAGES

16.1 The Tenant may not encumber its interest under this Agreement without the prior written consent of the Landlord, which consent shall not unreasonably be withheld.

SECTION 17 - DEFAULT: REMEDIES

17.1 Events of Default. The following events will be deemed to be Events of Default by the Tenant under this Agreement: (a) failure to pay any Rent or other sums payable by the Tenant hereunder when such sums become due; (b) failure to comply with any term of this Agreement to be observed by the Tenant; (c) abandonment of any portion of the Land or the Improvements; (d) the filing by or against the Tenant of any proceeding under the Federal Bankruptcy Act or any similar law; (e) the adjudication of the Tenant as bankrupt or insolvent in proceedings filed under the Federal Bankruptcy Act or any similar law; (f) the making by the Tenant of an assignment for the benefit of

creditors; or (g) the appointment of a receiver or trustee for the Tenant or any of the assets of the Tenant.

17.2 Notice: Opportunity to Cure. On the occurrence of any Event of Default, the Landlord will have the option to declare the same to be a Default hereunder by written notice to the Tenant specifying the nature of such Default. In the event the Tenant, to the reasonable satisfaction of the Landlord, cures a Default arising from the events specified at Section 17.1(a) within ten (10) days after receipt of such notice, or cures a Default arising from the events specified at Sections 17.1(b) or (c) within thirty (30) days after receipt of such notice, or cures a Default arising from the events specified at Sections 17.1(d) through (g) within ninety (90) days after receipt of such notice, the Landlord and the Tenant will be restored to their respective rights and obligations under this Agreement as if no Event of Default had occurred.

17.3 Remedies. On the failure of the Tenant to cure a Default within the time provided, the Landlord will have the option to do any one or more of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Agreement:

17.3.1 Termination. The Landlord may terminate this Agreement, in which event the Tenant will immediately surrender the Land and the Improvements to the Landlord, but if the Tenant fails to do so, the Landlord may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy the Landlord might have, enter and take possession of the Land and the Improvements and remove the Tenant and the Tenant's property therefrom.

17.3.2 Reletting. The Landlord may enter and take possession of the Land and the Improvements as the agent of the Tenant without terminating this Agreement and the Landlord may relet the Land and the Improvements as the agent of the Tenant and receive the rent therefor, in which event the Tenant will pay to the Landlord, on demand, any deficiency that might arise by reason of such reletting; provided, however, the Landlord will have no duty to relet the Land or the Improvements and the failure of the Landlord to relet the same will not release or affect the Tenant's liability for Rent or for damages.

17.3.3 Option to Perform. The Landlord may perform or cause to be performed the obligations of the Tenant under this Agreement and may enter the Land and the Improvements to accomplish such purpose. The Tenant agrees to reimburse the Landlord on demand for any expense which the Landlord might incur in effecting compliance with the terms of this Agreement on behalf of the Tenant.

17.4 No Waiver. No action by the Landlord during the Term will be deemed an acceptance by the Landlord of an attempted surrender of the Land or the Improvements. No re-entry or taking possession of the Land or the Improvements by the Landlord will be construed as an election by the Landlord to terminate this Agreement, unless a written notice of termination is signed by the Landlord. Notwithstanding any such reletting, re-entry or taking possession, the Landlord may at any time thereafter elect to terminate this Agreement for a previous Default. The acceptance by the Landlord or payment by the Tenant of Rent following the occurrence of an Event of Default will not

be construed as the waiver of such Event of Default. No waiver of any Event of Default by the Landlord will be deemed to constitute a waiver of any other or future Event of Default hereunder. Forbearance by the Landlord to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord. The rights and remedies granted to the Landlord in this Agreement are cumulative of every other right or remedy which the Landlord might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies. If the Landlord brings any action for enforcement of any right under this Agreement or if the Landlord places any amount payable by the Tenant hereunder with an attorney for collection, the party against whom any final judgment is rendered agrees to pay the reasonable attorney's fees and other expenses incurred by the prevailing party in connection therewith.

17.5 Surrender. On the expiration or sooner termination of the Term, the Tenant will quit and surrender the Land and the Improvements to the Landlord in good order and condition, ordinary wear and tear excepted. The Tenant may remove or cause to be removed from the Improvements any personal property, trade fixtures, furniture and equipment which can be removed without material damage to the Land or the Improvements. Any such property not so removed by the Tenant within ten (10) days after the termination of the Term will become the property of the Landlord and the Landlord is hereby authorized to dispose of any such property free and clear of any claim by the Tenant thereto.

17.6 Holding Over. If the Tenant continues to occupy the Land or the Improvements after the expiration or other termination of the Term, such holding over will, unless otherwise agreed by the Landlord in writing, constitute a tenancy at will at a daily rental equal to the greater of \$1,000 per day or the fair market rental of similar properties used for similar purposes.

SECTION 18 - MISCELLANEOUS

18.1 Force Majeure. If either the Landlord or the Tenant is delayed or prevented from performing any term of this Agreement by reason of strikes, walkouts, inability to procure materials, failure of power, restrictive laws or regulations, riots, war or other reason beyond the party's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay.

18.2 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

To the Landlord: Boys and Girls Club of Oxnard
P.O. Box 220
Oxnard, CA 93032
Attention: Abe Olivares, Executive Director

With a copy to: Same

To the Tenant:

City of Oxnard
300 West Third Street
Oxnard, CA 03030
Attention: City Manager

With a copy to:

Rupp, Holmberg & Zimmer
P.O. Box 1426
Oxnard, CA 93032-1426
Attention: Alan Holmberg, Esq.

18.3 Certificates. Either party will at any time and without charge, within ten (10) days after written request by the other, certify by written instrument as to: whether this Agreement has been supplemented or amended, and if so, in what manner; the validity of the Agreement as of the time the request is received; the existence of any Default by either party and any offsets, counterclaims or defenses on the part of the other party; the commencement and termination dates of the Term; and such other matters as might be reasonably requested. Such certification may be delivered to any mortgagee or purchaser, or prospective mortgagee or prospective purchaser, or to any other Person specified in the certificate. Information so communicated will be binding on the executing party and may be relied on by the party requesting the same and by the Person to whom the certificate is delivered.

18.4 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Oxnard, California, and the substantive laws of the State of California will govern the validity, construction and enforcement of this Agreement.

18.5 Approvals. When approval by either the Tenant or the Landlord is required hereunder, such approval will not be unreasonably withheld. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be thirty (30) days after receipt of a written notice requesting such approval. If the party whose approval is required neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval of such action. If a party disapproves any action proposed by the other party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing and provided to the party proposing the action.

18.6 Binding Effect. This instrument constitutes the entire agreement between the parties and may not be changed, modified, amended or supplemented except in writing, signed by both the Landlord and the Tenant. All other oral or written agreements, promises and arrangements in relation to the subject matter of this Agreement are hereby rescinded. This Agreement will be binding on each of the parties and their respective successors and permitted assigns. All Persons to whom any interest in this Agreement, the leasehold estate hereby created, the Land or the Improvements might be transferred in accordance with the terms of this Agreement will, by accepting such transfer, be bound by this Agreement to the same extent as if such transferee had been an original party hereto. This Agreement is intended to create rights between the Landlord and the Tenant and is not intended to confer rights on any other Person or to constitute such Person a third party beneficiary hereunder. If

at any time the Landlord or the Tenant is comprised of more than one Person, this Agreement will be jointly and severally binding on each Person comprising the Landlord and the Tenant.

18.7 Execution. This Agreement may be executed in multiple counterparts with the same effect as if both parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This Agreement will not be binding on or constitute evidence of an agreement until both parties affix their signature to a counterpart of this document.

18.8 Time. Time is the essence of this Agreement.

18.9 Merger. This Agreement and the leasehold estate hereby created will not merge with any other estate or interest in the Land or the Improvements by reason of the fact that the same Person might own or hold directly or indirectly: (a) the rights of the Tenant under this Agreement or the leasehold estate hereby created or any interest therein; and (b) any other estate or interest in all or any part of the Land or Improvements. No such merger will occur until such time as all Persons holding an interest in this Agreement and the leasehold estate hereby created and any such other estate or interest in the Land or Improvements or any part thereof join in a written instrument effecting such merger and duly record the same.

18.10 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. The parties intend that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

18.11 Recording. The Landlord and the Tenant agree that this Agreement will not be recorded, but that a memorandum hereof will be executed and delivered within ten (10) days after the written request of either party, which memorandum may be recorded in Ventura County, California.

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SECTION 19 - CONSTRUCTION

19.1 Construction. The descriptive headings contained elsewhere in this Agreement are for convenience only and are not intended to define the subject matter of the provisions of this Agreement.

Landlord:

CITY OF OXNARD

Tenant:

BOYS & GIRLS CLUB OF OXNARD

By:

Dr. Manuel M. Lopez
Dr. Manuel M. Lopez, Mayor

By:

Executive Director
Title: Executive Director

Attest:

By: Kimberley A. Miller
Title: President

By:

Daniel Martinez
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

James V. Fabian
James V. Fabian, Risk Manager

EXHIBIT A

An approximate 28,000 square foot multi-purpose activity building, constructed in accordance with all applicable City building standards and design review processes, containing a gymnasium, multi-purpose room, teen room, kitchen, arts and crafts room, activities room, and other amenities.

The building will be substantially similar to the design prepared by Ebbe Videriksen & Associates, Job No. 586, dated 9/9/97.

EXHIBIT B TO GROUND LEASE

USE OF PROPERTY

1. GENERAL HOURS OF OPERATION. The Tenant will open, staff and operate the Premises for Boys and Girls Club services for approximately 25 to 70 hours per week. At all other times the Premises shall be available for use by members of the general public under use agreements hereinafter described. In addition, the Landlord, as a City, will have the right to use the Premises as provided in this Exhibit. The Landlord and the Tenant will review the Tenant's proposed schedule of operations and activities at periodic intervals, to make certain that fair use of the Premises by Boys and Girls Club, the City and the general public is made available. If necessary, the parties will create written schedules pertaining to use and availability of the Premises.

2. SERVICES. The Tenant agrees to provide, organize, and maintain services and programs at the Premises. Supervised programs shall include those activities in accordance with guidelines provided by the Boys and Girls Club of America manuals, Standards for Self-Evaluation, and Commitment to Quality, the provisions of which are incorporated by reference. Programs and services initially offered will include the following:

- (a) Drop in Center - a low cost, safe environment for children when they are not in school;
- (b) Everyday Programs - which offer opportunities for youth to build self-esteem, confidence and a sense of belonging;
- (c) Athletic Facilities - an 8,000 square foot gymnasium plus a mat room;
- (d) Activities Center - a large game room for social interaction between members in table tennis, billiards, foosball and other table games.
- (e) Nutritional Center/Kitchen - where nutritional meals/snacks will be available at a low cost daily.
- (f) Health Education/Community Room/Classroom - a place for health professionals to offer prevention services and health screening for the children from low-income families. A place where community groups can meet, and a room that can be used for "power hour", a homework/tutoring assistance program.
- (g) Computer Learning Center - approximately 20 computers with Internet connections will help children improve their computer skills and their homework.

- (h) Children's Theater - a theater for drama, dance and musical performances, with seating for 150 persons.
- (i) Tween Center - a center for teens aging 13 - 18, with a safe, supervised environment.
- (j) Cultural Arts and Crafts Center - where children have the opportunity to express their creativity in the arts.
- (k) Special Interest Clubs - including biking, martial arts, card clubs, junior leaders, and many other areas of special interest.
- (l) Drug, alcohol and teen pregnancy prevention program - provided through "Smart Moves", a nationally acclaimed program developed by Boys & Girls Clubs of America.
- (m) Leadership and Citizenship Training - provided through National Keystone and Torch Club program and community services projects.
- (n) Outdoor and Environmental Education - including hiking, camping, sailing and other high-adventure trips.

Tenant may add to or delete programs, all in accordance with the standards of the Boys and Girls Clubs of America set forth above.

3. NON-DISCRIMINATION

3.1 In connection with Boys and Girls Club programs and operations, Tenant shall make the Premises and services available to all persons 18 years of age and younger, and shall not discriminate against any person or group on the grounds 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 the cities of Oxnard and Port Hueneme.

4. SUPERVISION BY THE TENANT.

- (a) The Tenant agrees to employ a director who shall be experienced and skilled in the management programs contemplated by this Agreement and who shall give full attention to the supervision of the operations of the Premises.
- (b) The Tenant agrees to provide an Operational Plan which shall delineate persons, both staff and/or Board members' areas of responsibility in the daily functions of

the Boys and Girls Club. The areas to be included in the Operational Plan are program supervision, janitorial services, building and grounds maintenance.

- (c) Daily program supervision shall be provided by sufficient paid and volunteer workers qualified in personality, character, experience, education and training for leadership and guidance of the Tenant's program participants.
- (d) The Tenant shall have an adult in attendance on the Premises during the hours of normal operation and at all events scheduled for evenings and weekends. This attendant shall be entrusted with the safety of participants and event attendees and be trained in procedures and standards established by the Boys and Girls Club of America.

5. USE AGREEMENTS. Members of the general public shall be permitted to use the Premises during hours other than those during which the Tenant operates programs for the Boys and Girls Club, as set forth in paragraphs 1 and 2 of this Exhibit. The Tenant shall not discriminate against any person or group on the grounds 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 the cities of Oxnard and Port Hueneme.

6. USE FEES. The Tenant may charge use fees for use of all or part of the Premises. Such fees shall be reasonable in amount, and shall be set to (a) maximize use by the public; (b) defray the direct cost of providing the Premises for the particular use; (c) contribute to the overall maintenance and operation of the Premises. A schedule of the Tenant's typical fees is attached to this Exhibit in Appendix 1. Tenant may waive rental fees in its discretion, for example, to accommodate charitable or non-profit groups.

7. RULES AND REGULATIONS. The Tenant shall prescribe reasonable rules, regulations and conditions of use of the Premises. These rules, regulations and conditions shall apply to all users of the Premises, and must be approved in writing by the Landlord. Such rules, regulations and conditions shall contain requirements that users other than the Landlord provide insurance coverage in amounts acceptable to the Landlord, and that the Landlord, its agents, employees, managers and city council members be named as additional insured on all policies of insurance. The Tenant's typical rules, regulations and conditions of use are attached to this Exhibit in Appendix 1.

8. USE BY THE LANDLORD. (a) The Tenant shall permit the Landlord to use the Premises at no charge, without liability to the Tenant, during the hours that the Tenant is not using the Premises, so long as such use does not interfere with regularly scheduled use by members of the public, under use agreements as set forth in paragraph 5.

- (b) The Landlord may also use, free of charge, all or part of the Premises if

such use does not conflict with the Tenant's use or rental use during normal hours of operation of Boys and Girls Club programs.

(c) The Landlord shall provide all support staff and other personnel necessary to carry on the Landlord's events and shall be responsible for all set up and clean up.

9. MEETING ROOMS. The Tenant shall make meeting rooms available free of charge for the City of Oxnard neighborhood council meetings, as long as at least five days advance notice is provided, and the room requested is not reserved for use at the time the request is made..

10. GENERAL CONDITIONS. The Tenant shall observe all laws, rules and regulations applicable to it by reason of the proximity of the Premises to the Oxnard Airport. The Tenant will carry on its activities at the Premises with due regard for the rights of persons in neighboring areas to privacy and freedom from excessive noise. The parking lot will be used for parking, ingress and egress activities only and will not be used for recreational or storage purposes.

11. ARBITRATION. In the event that the Landlord and the Tenant disagree as to the reasonableness of use schedules, use fees or use regulations, or any other matters covered by this Exhibit, they shall submit their dispute to arbitration under mutually agreed upon terms, or, if they cannot agree on terms, under the rules and procedures of the American Arbitration Association for commercial arbitration.

APPENDIX 1

ATTACHMENT NO. 2
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Revised 1/19/98

**BOYS & GIRLS CLUB OF OXNARD
FACILITY RENTAL RATES/PORT HUENEME BRANCH**

A. Port Hueneme Branch located at 590 E. Pleasant Valley Rd., Port Hueneme # 271-9773

<u>Area</u>	<u>Capacity</u>	<u>Regular</u>	<u>Non profit</u>	<u>Holiday Rates</u>
1. Gym (Parties, Dance, etc.) (Includes chairs only no tables)	250	\$130/hour	\$65/hour	\$140/hour
2. Gym Basketball practice, games etc.		\$25/hour	\$20/hour	\$30/hour
3. Gym Sundays - Basketball games etc.		\$30/hour	\$20/hour	\$30/hour
4. Library	25	\$25/hour	\$20/hour	\$30/hour
5. Gamesroom	75	\$25/hour	\$20/hour	\$30/hour

B. Non-Profit Rates: Available Monday through Friday from 9:00 a.m. to 6:00 p.m. only.
Rates do not apply on weekends.

C. A \$200.00 deposit is required by the Club. Deposit is refundable (10) ten working days after event (Rooms must be swept, mopped, and all trash placed in large trash bin.)

D. Set up & decorating: \$20/hour. Set-up may be done on Friday Evenings after 6 p.m. or Saturday and Sunday mornings from 8 a.m.- 12 noon.

E. Kitchen: Use is NOT included in above rates. Kitchen use requires an additional \$100.00 deposit and \$50.00 use fee. (Catering service is available.)

F. Insurance Requirements:

Rental of facility requires insurance coverage in the amount of \$300,000 for general liability and \$100,000 for property damage. The Boys & Girls Club of Oxnard and the City of Port Hueneme shall be named as additional insured on the Certificate of Insurance which is due 10 days before event.

G. Security Guards:

One (1) security guard for every fifty (50) people is required. Security guards must be at location 1/2 hour before starting time and 1/2 hour after closing. Copy of rental agreement for security guards must be submitted 10 days before scheduled event. One (1) additional guard is required for Debut parties or parties with catered bars.

SECURITY COMPANY

Aztec Private Security Service
385-7100

ATTACHMENT NO. 2
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H. Pot Lucks:

If a group using the facility is planning in bringing their own prepared food to serve, they are allowed to use electric crockpots and warming trays. These items must be equipped with a standard plug and use the standard outlet.

L. Permits:

A permit must be presented to the staff ten (10) days in advance of the event. Permits are required for a Debut, Wedding Reception, Dance and any kind of event with alcohol and entertainment.

Permits are required only by the City of Oxnard, Police and Fire Department. Permits are issued at the:

City of Oxnard
Licensing Department
305 W Third Street
Oxnard, 385-7817

*This is for the Oxnard locations only, no permit
necessary for Port Hueneme Branch.*

* No Fee for Permit

* Office Hours: Monday - Thursday 8:00 am to 5:00 p.m., closed Friday

APPROVED CATERING LIST

FOOD CATERERS

1. Sandy's Restaurant / Alex Galvin
4238 So. Saviers Rd. Oxnard
488-1419

2. Yolanda's Restaurant / Alvaro Cobian
2801 So. Saviers Rd. Oxnard
487-3895

3. Catering By Forrest/ Forrest Pinkard
P.O. Box 4, Oxnard
985-3780

4. Accapulco Restaurant/ Ricardo Dominguez
725 South Victoria Ave. Ventura
644-3952

5. Chicago Deli & Bottle Shoppe
Molly Shanahan
1930 Ventura Rd. Oxnard
485-5517

6. Classic Carrot Cafe
Craig & Dolores Wood
1847 E. Main Street Ventura
643-0406

BAR CATERERS

1. Sandy's Restaurant / Alex Galvin
4238 South Saviers Rd. Oxnard
488-1419

Please inform interested caterers about the Boys & Girls Club Food & Bar policies. For additional information, have caterer contact Boys & Girls Club office during office hours Monday to Friday 9am to 6:00 p.m. No caterer will be permitted to use facility without a business license and proof of insurance.

ATTACHMENT NO. 2
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From: Boys & Girls Clubs of Oxnard - South Oxnard Center
Subject: Catering Services for Facility Rentals
Contact: Abe Oliveras, Executive Director 981-1789
Jaime Zendejas, Branch Director 271-9773

The Boys & Girls Clubs of Oxnard/Port Hueneme rents the facility for wedding receptions, debuts, dances and any other entertainment.

Our rental agreement requires that all renters who would like their event catered to select a caterer from the provided list. To be on the list, caterers must meet the following requirements:

1. A cleaning deposit of \$100 is required for all Food & Bar Caters. The deposit is refundable if kitchen or bar is left clean.
2. A flat fee of \$125 for all food caters is required by the Boys & Girls Club of Oxnard for use of the kitchen.
3. A flat fee of \$150 for all Bar caters is required by the Boys & Girls Club of Oxnard.
4. Proof of insurance is required, naming the Boys & Girls Club of Oxnard and the City of Oxnard as additional insures. Insurance coverage of \$1,000,000 for general liability and \$1,000,000 for property damage is required.

A complete agreement between the renter and the cater must be submitted to the Boys & Girls Club of Oxnard office (10) ten days before the event.

If your are interested and would like to be on our list of caters, please call the office at 981-1789.

1. Application must be submitted to the administrative office two weeks in advance of requested date. Representative of organization must be at least 21 years of age.
2. A damage & cleaning deposit of \$200 is required when the application is submitted. Deposit will be refunded within ten (10) days after use of the building, subject to approval of inspection.
3. 100% of fee shall be paid ten (10) days before said event, unless rental is on a continuing basis at which time group will be billed.

Ten days notice (10) required for cancellation of event. Failure to comply with this requirement will result in total loss of damage and cleaning deposit.

4. Sponsoring organization shall provide a Certificate of Insurance naming the Boys & Girls Club of Oxnard and the City of Oxnard as additional insured against liability for injury to persons or property on the Boys & Girls Club of Oxnard premises or vicinity while being used by the sponsoring organization. The minimum amount of coverage required is \$300,000 liability and \$100,000 property damage.
5. Sponsoring organization shall execute a Hold Harmless Agreement indemnifying, defending and holding the Boys & Girls Club of Oxnard free from any claims or liability in the event of injury to persons or damage to the club.
6. Boys & Girls Club does not provide tables or chairs for the Harriet H. Samuelsson Branch
7. When using facility, sponsoring organization shall furnish adequate and responsible adult supervision to prevent damage or injury to persons or property. In the event of parties or dances a professional security service company must be hired. Proof of hire must be presented to the Boys & Girls Club office.
8. All equipment used must be cleaned and stored in designated areas.
9. Any keys checked out must be returned before deposit is refunded.
10. All trash must be picked up and placed in trash containers or trash bins. Facility must be returned to its original condition.
11. No alcoholic beverages will be allowed on premises unless approved by the Boys & Girls Club administration. Use of marijuana and other illegal drugs/substances is prohibited. Sale of alcohol requires appropriate ABC license and City Permit.
12. Announcements of event shall avoid statements or implications of Boys & Girls Club sponsorship.
13. The Boys & Girls Club shall not be responsible for lost or stolen articles.
14. Special decorations must be approved by the Executive Director.

15. No animals allowed on Boys & Girls Club premises.
 16. No equipment or furnishings may be removed from the building.
 17. Access to the Boys & Girls Club offices is not permitted. Use of the telephones at the reception desk and concession counter is limited to local emergency calls.
 18. No disorderly conduct will be tolerated. Disorderly individuals will be asked to leave the premises.
 19. The following clean-up procedures shall be observed;
 - A. Facilities left in clean condition and all rubbish removed.
 - B. All electrical equipment turned off and unplugged from outlets.
 - C. All windows and doors closed and locked.
 20. Special condition(s) of rental/rental fees: _____
 21. Noise maximum levels should be limited to those which have been established for the MIA zone. All music must be off by 11:30 p.m.
 22. Legal requirements and occupancy limits must be observed.
 23. The Boys & Girls Club reserves the right to cancel any use permit upon seven (7) days written notice.
 24. Failure to comply with any of the above rules will result in expulsion of an individual or the entire group.
 25. Variations of policies or waiver of fees must have the written approval of the Executive Director.
 26. Buildings shall be available for public use Monday-Saturday from 8 a.m. to 12 midnight, and Sundays 8 a.m. to 10 p.m.
 27. No rental organization shall conduct any prohibited activity that advocates the following:
 1. Advocacy for overthrow of federal or state government.
 2. Advocacy of religious intolerance.
- I, as an authorized representative of the sponsoring organization or as an individual user, have had the opportunity to read and agree to the conditions of rental, as set forth in this application by the Boys & Girls Club of Oxnard.

Signature

Title

Sponsoring Organization

Date

ATTACHMENT NO. 2
PAGE 29 OF 35

GUIDELINES FOR CLOSURE OF RENTALS/SPECIAL EVENTS

The following violations will automatically result in the closure of a rental/special event (dance, fiesta, etc....):

1. **FIGHT**
 - A. 1st time - closure of event
2. **FALSE ALARM SET-OFF**
 - A. 1st time - warning
 - B. 2nd time - closure of event
3. **NOISE LEVEL - Bands or DJ (too loud)**
 - A. 1st time - warning
 - B. 2nd time - warning
 - C. 3rd time - closure of event

The guidelines for the closure of a rental/special event have been reviewed with me by a Boys & Girls Club staff member. I fully understand and will abide by these guidelines.

Name of Renter

Date

Signature

Boys & Girls Club Representative

Date

Signature

FACILITY RENTAL **REFUND DEPOSIT POLICY**

Renters will receive their full cleaning and damage deposit under the following conditions:

1. There is not damage to the facility. Any damage will be deducted from the deposit amount.
2. The facility must be left clean and all tables and chairs must be put away. Cleaning of the facility includes;
 - A. All trash must be emptied into large trash bin.
 - B. All chairs and tables must be put away in closet storage area
 - C. Hail floors must be swept and mopped.
 - D. Restroom floors and hallway must be swept and mopped.
 - E. If kitchen is used, all counters and stove area must be cleaned. Kitchen floors must be swept and mopped and all trash must be emptied in large trash bin.
3. If you would like to use the kitchen an additional \$50.00 fee will be charged for use of the kitchen as well as an additional \$100.00 deposit.

The refund deposit policy has been reviewed with me by the Boys & Girls Club of Oxnard/Port Hueneme. I fully understand and will abide by these rules.

Signature of Renter

Date

Boys & Girls Club Representative

Date

HOLD HARMLESS AGREEMENT

Name of Organization _____ Tele # _____

Purpose of Use _____ Building To Be Used _____

The undersigned hereby agrees to comply with the Boys & Girls Club of Oxnard policy and will be personally responsible on behalf of the above-named organization for any damage sustained by the building or property accruing through the use of said property by said organization.

The undersigned, further agrees to save harmless and to indemnify the Boys & Girls Club of Oxnard, its governing board, the City of Oxnard and authorized agents or representatives, mmicipal, county and state officials from every claim or demand which may be made by reason of;

- A. Any injury to person(s) or property sustained by the undersigned or by any person associated directly or indirectly with him/her or in connection with this activity, however caused; and
- B. Any injury to person(s) or property sustained by any person caused by any act, neglect, default or omission of the undersigned or of any person associated directly or indirectly with him/her in connection with this activity whether the said injury or damage occurs upon or adjacent to the property. The undersigned at his own cost, expense and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Boys & Girls Club on any such claim or demand and pay or satisfy any judgment that may be rendered against the Boys & Girls Club in such action, suit or legal proceedings or result thereof.

The undersigned states that, to the best of his knowledge, the property for use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.

Signature

Date

Name of Organization

Address

City

Zip

For Office Use Only:

Approved by the Boys & Girls Club of Oxnard's Executive Director _____

Date _____

ATTACHMENT NO. 2
PAGE 32 OF 35

**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG001ED, November 1983). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. 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.

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-N. 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 occupation of the premises. 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. Lessee agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Lessee agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.

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

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

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

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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
	OTHER				

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

100 W. 3rd 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

ATTACHMENT NO. 2
PAGE 34 OF 35

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

- ☐ Claims Made
Retroactive Date
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE

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

Name:

Address:

Telephone: ()

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

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

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

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

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

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

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

- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attention: Risk Manager

Reference No. _____

100 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 _____



Meeting Date: 02/25/2014

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

Prepared By: Michael More 

Agenda Item No. S-5

Reviewed By: City Manager 

City Attorney 

Finance 

Other (Specify) _____

DATE: February 13, 2014

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department 

SUBJECT: Cancellation of Special Tax Lien and Dissolution of Community Facilities District No. 88-1

RECOMMENDATION

That City Council acting as the legislative body of Community Facilities District No. 88-1 (Oxnard Town Center) ("CFD 88-1") approve the first reading by title only and subsequent adoption of an ordinance dissolving CFD 88-1 and dissolving all associated liens thereof.

DISCUSSION

On July 12, 1988, the City caused to be recorded a "Notice of Special Tax Lien for Community Facilities District No. 88-1" against properties listed in Exhibit A to the attached ordinance (Attachment No. 1). The notice of special taxes was for purposes of paying for public service facilities and making payments on bonds for facilities improvements. On September 15, 1988, CFD 88-1 issued \$14,770,000 in bonds (the "Bonds") to pay for public improvements. The Bonds were subsequently restructured in 1999 after an earlier payment default in the 1990s related to the Oxnard Town Center. In 2005, the Bonds were again refinanced and had a remaining principal amount of \$1,530,000. The final payment on the Bonds was made on September 2, 2013.

The adoption of the attached ordinance will result in the removal of the recorded lien of CFD 88-1 and will refund a remaining balance of \$46,488.66 to affected property owners.

FINANCIAL IMPACT

There is no financial impact to the City's General Fund associated with this action.

Attachment #1 - Ordinance authorizing the dissolution of the special tax lien on property within Community Facilities District No. 88-1 (Oxnard Town Center)

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY
OF OXNARD (OXNARD TOWN CENTER) AUTHORIZING
THE DISSOLUTION OF THE SPECIAL TAX LIEN ON
PROPERTY WITHIN COMMUNITY FACILITIES DISTRICT
NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN
CENTER)**

WHEREAS, the City Council of the City of Oxnard ("City") previously established Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) ("CFD No. 88-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, a Notice of Special Tax Lien was recorded with the Office of the Recorder for Ventura County on July 12, 1988, at Book 1988, Page 97534, Document No. 19880712001019030, placing a special tax lien on property within CFD No. 88-1's boundaries; and

WHEREAS, on September 15, 1988, the City Council issued \$14,770,000 aggregate principal amount of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 1988 Special Tax Bonds ("Prior Bonds"); and

WHEREAS, on December 13, 1999, the CFD was restructured to (a) include only two of the 10 parcels originally comprising the CFD; (b) to remove the levy of special taxes from the secured tax rolls of the City upon eight of the 10 parcels originally comprising the CFD; and (c) to leave \$2,085,000 aggregate principal bond amount of the Prior Bonds outstanding; and

WHEREAS, on August 10, 2005, the City Council refunded all of the outstanding Prior Bonds with the issuance of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds in the aggregate principal amount of \$1,530,000 ("Refunding Bonds"); and

WHEREAS, on September 2, 2013 the final debt service payment for the Refunding Bonds was made and there are no longer any Refunding Bonds outstanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) DOES HEREBY ORDAIN AS FOLLOWS:

1. The above recitals are all true and correct and this City Council so finds and determines.

2. By the passage of this Ordinance, the City Council finds that CFD No. 88-1 has no outstanding indebtedness of any kind for which the levy of a special tax may be made consistent with the terms of the rate and method of apportionment of the special tax.
3. The City Council dissolves Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) and discharges the special tax lien on properties set forth in the report prepared by NBS for CFD No. 88-1 entitled "District Closeout Analysis and Findings Report Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center)" and attached hereto as Exhibit A and made part hereof.
4. The City Clerk of the City is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Ventura an addendum to the Notice of Special Tax Lien in the form required by Section 53330.5 of the Act stating that CFD No. 88-1 and all associated liens, if any, have been extinguished.
5. If for any reason any portion of this Ordinance is found to be unconstitutional, invalid or beyond the authority of the City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.
6. This Ordinance relating to the dissolution of CFD No. 88-1 shall become effective thirty (30) days after its final passage in accordance with the provisions of Section 36937 of the California Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53338.5 of the Act.
7. The Mayor of the City shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.
8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

INTRODUCED and first read on the ____ day of _____, 20____; and PASSED AND ADOPTED this ____ day of _____, 20____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

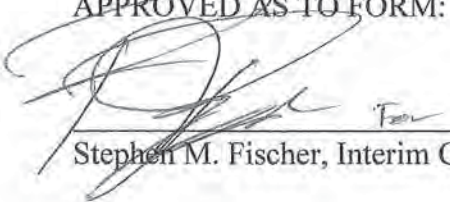
Timothy B. Flynn
Mayor of the City Council of the City of Oxnard,
Acting on behalf of Community Facilities District
No. 88-1 of the City of Oxnard (Oxnard Town Center)

ATTEST:

Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



City of Oxnard

**District Closeout Analysis and
Findings Report**

**Community Facilities District No. 88-1
Of the City of Oxnard
(Oxnard Town Center)**

February 2014

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592

Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102

Toll free: 800.434.8349 Fax: 415.391.8439

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EXECUTIVE SUMMARY

The City of Oxnard (the "City") established Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) (the "District") to finance certain roadway, drainage, sewer, water, and other public improvements necessary to support a multi-use development called the Oxnard Town Center, which development is located on approximately 265 acres in and around the District. Special Tax Bonds (the "Original Bonds"), in the amount of \$14,770,000, were issued on September 15, 1988. On December 13, 1999, the District was restructured to include only two of the 10 parcels comprising the original District and leave \$2,085,000 of the Original Bonds outstanding.

In 2005, the City authorized the refunding of the Original Bonds by the issuance of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds (the "Refunding Bonds"). The Refunding Bonds were then purchased by the City of Oxnard Financing Authority Local Obligation Bonds (2005 Special District Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (the "Revenue Bonds").

The Refunding Bonds matured with the final scheduled debt service payment on September 2, 2013 and the Revenue Bonds mature with the final scheduled debt service payment on September 2, 2016. Following the final debt service payment for the Refunding Bonds, a surplus fund balance remained in the District.

The City retained NBS to review and perform a District closeout analysis and prepare a District Closeout Analysis and Findings Report (the "Closeout Report") for the District. This Closeout Report summarizes the recommendations for the disposition of the remaining funds in accordance with applicable laws and Refunding Bond documents. This Closeout Report does not include any funds associated with the Revenue Bonds. Once the final scheduled debt service payment has been made for the Revenue Bonds, a separate analysis will be conducted for outstanding funds associated with the Revenue Bonds.

The January 6, 2014 fund balances for the District were used to prepare this Closeout Report. NBS has determined that the City should refund the outstanding District fund balance, less any closeout fees, to property owners within the District for a total refund of \$46,488.66.

As part of the closeout, NBS conducted an analysis of the special tax payments to determine any District delinquencies. Per Ventura County's property tax records all parcels in the District are current in the payment of all special taxes.

NBS

Stephanie Parson, Senior Consultant
Greg Davidson, Client Services Director

FUND ANALYSIS

The following table shows the fund analysis prepared for the District. The analysis reflects the January 6, 2014 fund balance associated with the District.

Description	Amount
Funds:	
January 6, 2014 Cash with Treasurer	<u>\$56,088.66</u>
Total Funds Available:	<u>\$56,088.66</u>
Expenditures:	
Less: NBS Fee for District Closeout	<u>(\$5,000.00)</u>
Less: City Fee for District Closeout	<u>(4,600.00)</u>
Total Expenditures	<u>(\$9,600.00)</u>
Amount Available to Refund to Property Owners	\$46,488.66

DISPOSITION OF FUNDS

The following funds were established for the Refunding Bonds for the District.

Special Tax Fund

All of the special taxes received by the District into the Special Tax Fund. The Fiscal Agent shall deposit the special tax in the amounts set forth in the following sections, in the following order of priority, to: (1) the Administrative Expense Fund and (2) the Bond Service Fund. Any amounts remaining on deposit in the Special Tax Fund when there are no longer any Bonds outstanding shall be transferred to the Rebate Fund, if necessary, and otherwise shall be transferred to the District and used for any lawful purpose under the Act.

NBS has reviewed the legal documents for the District's Refunding Bonds and has determined that there are no additional instructions for or limitations upon the disposition of the District's surplus funds. Accordingly, NBS recommends that the City refund the District fund balance, less any closeout fees, to eligible property owners within the District. The total amount the City should refund to eligible property owners within the District, as of January 6, 2014, is \$46,488.66.

Administrative Expense Fund

On or before the date amounts are needed to pay administrative expenses, the Fiscal Agent shall withdraw from the Special Tax Fund and place in the Administrative Expense Fund an amount necessary, together with amounts on deposit therein, to pay all administrative expenses. Administrative Expenses shall be paid directly to the person, corporation, or entity entitled to payment. The Fiscal Agent shall transfer all amounts remaining on deposit in the Administrative Expense Fund on the final maturity of the Bonds, after payment of any accrued administrative expenses, to the Special Tax Fund.

Bond Service Fund

On or before ten business days prior to each interest payment date, the Fiscal Agent shall withdraw from the Special Tax Fund to the extent required, and place in the Bond Service Fund an amount equal, together with amounts on deposit therein, to all of the principal and all of the interest due and payable on all of the Bonds on the next interest payment date. On each interest payment date, the Fiscal Agent shall withdraw from the Bond Service Fund and pay to the owners of the Bonds the principal of and interest then due and payable on the Bonds. The Fiscal Agent shall transfer any moneys remaining in the Bond Service Fund, when there are no longer Bonds outstanding, to the Special Tax Fund.

Rebate Fund

The Fiscal Agent shall establish and maintain a fund separate from any other fund established and maintained designated as the Rebate Fund. Subject to the transfer provisions provided below, all money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust, to the extent required to satisfy the rebate requirement. Neither the District nor the owner of any Bonds shall have any rights in or claim to such money. All amounts on deposit in the Rebate Fund shall be governed by this section and by the Tax Certificate. The Fiscal Agent shall be deemed conclusively to have complied with such provisions if it follows the directions of the District including supplying all necessary information in the manner provided in the Tax Certificate, and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate. Upon the District's written direction, an amount equal to the Rebate Requirement specified to the Fiscal Agent shall be deposited into the Rebate Fund by the Fiscal Agent from balances in the Special Tax Fund, so that the balance in

the Rebate Fund after such deposit shall equal the Rebate Requirement for the bond year calculated in accordance with the Tax Certificate. Notwithstanding any other provision of the Fiscal Agent Agreement, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds. Any funds remaining in the Rebate Fund after payment of all of the Bonds and payment and satisfaction of any Rebate Requirement shall be withdrawn and remitted to the District.

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

The following page provides the Notice of Completion of Public Improvements signed by the Director of Public Works.

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

City of Oxnard Community Facilities District No. 88-1 Of the City of Oxnard (Oxnard Town Center)

Notice is hereby given that the public facilities financed by Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) ("CFD") as fully described in the Resolution of Intention for said CFD dated May 10, 1988 have been completed.

The improvements for the CFD included the following:

- Ventura Road – Ventura Road construction from the U.S. 101 (Ventura) Freeway to north of Town Center Drive.
- Town Center Drive – Town Center Drive construction from Ventura Road west to a temporary access road.
- Off-Site Water – The installation of an off-site water system consisting of a water transmission line and appurtenances between Winchester Drive and Ventura Road.
- Off-Site Sewer – The installation of a central trunk sewer from Vineyard Avenue through the Esplanade Shopping Center and across the U.S. 101 Freeway to the CFD, and the installation of a lift system.
- On and Off Ramp – The construction of an on and off ramp from the U.S. 101 Freeway north to Town Center Drive, including landscaping.

Reference is made to Resolution of Intention for said CFD dated May 10, 1988 for a complete description of the improvements authorized by the CFD.

The Director of Public Works certifies that the above recitals are true and correct.

Director of Public Works
City of Oxnard

Date

DISSOLUTION ORDINANCE

The following page contains the Ordinance of the City Council of the City of Oxnard Acting as the Legislative Body of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) Authorizing the Dissolution of the Special Tax Lien on Property within Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) to be passed by the City Council.

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY
OF OXNARD (OXNARD TOWN CENTER) AUTHORIZING
THE DISSOLUTION OF THE SPECIAL TAX LIEN ON
PROPERTY WITHIN COMMUNITY FACILITIES DISTRICT
NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN
CENTER)**

WHEREAS, the City Council of the City of Oxnard ("City") previously established Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) ("CFD No. 88-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, a Notice of Special Tax Lien was recorded with the Office of the Recorder for Ventura County on July 12, 1988, at Book 1988, Page 97534, Document No. 19880712001019030, placing a special tax lien on property within CFD No. 88-1's boundaries.

WHEREAS, on September 15, 1988, the City Council issued \$14,770,000 aggregate principal amount of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 1988 Special Tax Bonds ("Prior Bonds"); and

WHEREAS, on December 13, 1999, the CFD was restructured to (a) include only two of the 10 parcels originally comprising the CFD; (b) to remove the levy of special taxes from the secured tax rolls of the City upon eight of the 10 parcels originally comprising the CFD; and (c) to leave \$2,085,000 aggregate principal bond amount of the Prior Bonds outstanding; and

WHEREAS, on August 10, 2005, the City Council refunded all of the outstanding Prior Bonds with the issuance of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds in the aggregate principal amount of \$1,530,000 ("Refunding Bonds"); and

WHEREAS, on September 2, 2013 the final debt service payment for the Refunding Bonds was made and there are no longer any Refunding Bonds outstanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) DOES HEREBY ORDAIN AS FOLLOWS:

1. The above recitals are all true and correct and this City Council so finds and determines.

2. By the passage of this Ordinance, the City Council finds that CFD No. 88-1 has no outstanding indebtedness of any kind for which the levy of a special tax may be made consistent with the terms of the rate and method of apportionment of the special tax.

3. The City Council dissolves Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) and discharges the special tax lien on properties set forth in the report prepared by NBS for CFD No. 88-1 entitled "District Closeout Analysis and Findings Report Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center)" and attached hereto as Exhibit A and made part hereof.

4. The City Clerk of the City is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Ventura an addendum to the Notice of Special Tax Lien in the form required by Section 53330.5 of the Act stating that CFD No. 88-1 and all associated liens, if any, have been extinguished.

5. If for any reason any portion of this Ordinance is found to be unconstitutional, invalid or beyond the authority of the City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

6. This Ordinance relating to the dissolution of CFD No. 88-1 shall become effective thirty (30) days after its final passage in accordance with the provisions of Section 36937 of the California Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53338.5 of the Act.

7. The Mayor of the City shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

INTRODUCED and first read on the ____ day of _____, 20____; and PASSED AND ADOPTED this ____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Timothy B. Flynn

Mayor of the City Council of the City of Oxnard,
Acting on behalf of Community Facilities District
No. 88-1 of the City of Oxnard (Oxnard Town Center)

ATTEST:

Daniel Martinez

City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

LEVY AND COLLECTION SUMMARY

The following page provides a summary of the levies and collections for the District.

City of Oxnard

Delinquency Summary Report

As of: 01/31/2014

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD 88-1	8/1/2008 Billing:								
	12/10/2008	\$113,681.35	\$113,681.35	\$0.00	0.00 %	13	13	0	0.00 %
	4/10/2009	113,681.35	113,681.35	0.00	0.00 %	13	13	0	0.00 %
	Subtotal:	\$227,362.70	\$227,362.70	\$0.00	0.00 %	26	26	0	0.00 %
	8/1/2009 Billing:								
	12/10/2009	\$150,302.08	\$150,302.08	\$0.00	0.00 %	13	13	0	0.00 %
	4/10/2010	150,302.08	150,302.08	0.00	0.00 %	13	13	0	0.00 %
	Subtotal:	\$300,604.16	\$300,604.16	\$0.00	0.00 %	26	26	0	0.00 %
	8/1/2010 Billing:								
	12/10/2010	\$123,213.79	\$123,213.79	\$0.00	0.00 %	13	13	0	0.00 %
CFD 88-1	4/10/2011	123,213.79	123,213.79	0.00	0.00 %	13	13	0	0.00 %
	Subtotal:	\$246,427.58	\$246,427.58	\$0.00	0.00 %	26	26	0	0.00 %
	8/1/2011 Billing:								
	12/10/2011	\$124,221.25	\$124,221.25	\$0.00	0.00 %	13	13	0	0.00 %
	4/10/2012	124,221.25	124,221.25	0.00	0.00 %	13	13	0	0.00 %
	Subtotal:	\$248,442.50	\$248,442.50	\$0.00	0.00 %	26	26	0	0.00 %
	8/1/2012 Billing:								
	12/10/2012	\$125,148.05	\$125,148.05	\$0.00	0.00 %	13	13	0	0.00 %
	4/10/2013	125,148.05	125,148.05	0.00	0.00 %	13	13	0	0.00 %
	Subtotal:	\$250,296.10	\$250,296.10	\$0.00	0.00 %	26	26	0	0.00 %
CFD 88-1	Total:	\$1,273,133.04	\$1,273,133.04	\$0.00	0.00 %	130	130	0	0.00 %
Agency Grand Total:		\$1,273,133.04	\$1,273,133.04	\$0.00	0.00 %				

ATTACHMENT NO. 1
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FINAL DEBT SERVICE SCHEDULE

The following page shows the closing debt service schedule for the Refunding Bonds which shows the final payment made on September 2, 2013.

City of Oxnard
Community Facilities District No. 88-1
of the City of Oxnard (Oxnard Town Center)
Debt Service Schedule

Bonds Dated: 8/10/2005
Bond Issued: \$1,530,000

Date	Interest	Balance	Principal	Interest	Semi Payment	Annual Payment
03/02/2006	3.2100%	1,530,000.00	0.00	30,637.48	30,637.48	0.00
09/02/2006	3.2100	1,530,000.00	155,000.00	27,300.73	182,300.73	212,938.21
03/02/2007	3.4170	1,375,000.00	0.00	24,812.98	24,812.98	0.00
09/02/2007	3.4170	1,375,000.00	165,000.00	24,812.98	189,812.98	214,625.96
03/02/2008	3.4720	1,210,000.00	0.00	21,993.95	21,993.95	0.00
09/02/2008	3.4720	1,210,000.00	175,000.00	21,993.95	196,993.95	218,987.90
03/02/2009	3.5330	1,035,000.00	0.00	18,955.95	18,955.95	0.00
09/02/2009	3.5330	1,035,000.00	180,000.00	18,955.95	198,955.95	217,911.90
03/02/2010	3.5960	855,000.00	0.00	15,776.25	15,776.25	0.00
09/02/2010	3.5960	855,000.00	195,000.00	15,776.25	210,776.25	226,552.50
03/02/2011	3.6600	660,000.00	0.00	12,270.15	12,270.15	0.00
09/02/2011	3.6600	660,000.00	210,000.00	12,270.15	222,270.15	234,540.30
03/02/2012	3.7270	450,000.00	0.00	8,427.15	8,427.15	0.00
09/02/2012	3.7270	450,000.00	220,000.00	8,427.15	228,427.15	236,854.30
03/02/2013	3.7630	230,000.00	0.00	4,327.45	4,327.45	0.00
09/02/2013	3.7630	230,000.00	230,000.00	4,327.45	234,327.45	238,654.90
Grand Total:			\$1,530,000.00	\$271,065.97	\$1,801,065.97	\$1,801,065.97

REFUND WORKSHEET

The following page shows the amounts to be refunded to property owners within the District.

City of Oxnard
Community Facilities District No. 88-1 of the City of Oxnard
(Oxnard Town Center)
Community Facilities District Refund Detail

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
132-0-100-085	OXNARD DEV CO LLC	1294 E MAIN ST	VENTURA, CA 93001	\$2,185.65
132-0-100-095	OXNARD DEV CO LLC	1294 E MAIN ST	VENTURA, CA 93001	4,926.12
132-0-100-105	1000 TOWN CENTER LLC	PO BOX A3879	CHICAGO, IL 60690	14,606.97
132-0-100-165	STATE COMPENSATION INS FUND	PO BOX 807	SAN FRANCISCO, CA 94104	15,768.94
132-0-100-185	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	2,962.42
132-0-100-195	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	886.80
132-0-100-205	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	611.07
132-0-100-215	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	611.07
132-0-100-225	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	611.07
132-0-100-235	JE2 HOLDINGS LLC	2191 ROSA VISTA TRL	CAMARILLO, CA 93012	331.58
132-0-100-245	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	335.24
132-0-100-255	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	331.58
132-0-100-265	RIVERPARK A LLC	8800 N GAINES CENTER DR #350	SCOTTSDALE, AZ 85258	2,320.15
Total:				\$46,488.66

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