

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
April 15, 2014

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating April, 2014 as "Sexual Assault Awareness Month"
2. SUBJECT: Presentation of Employee of the First Quarter of 2014

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.

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 SESSIONQ. 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 AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for March 25, 2014; Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for March 3, 18 and 25, 2014 and April 8, 2014. (027)
RECOMMENDATION: Approve.
Legislative Body: CC/SA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (037)
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 no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
3. SUBJECT: Purchase Order for Computers and Peripheral Equipment. (041)
RECOMMENDATION: Approve and authorize the Mayor to execute an amendment to the terms of the Blanket Purchase Order/Change Order (No. 003978) with Compuwave for purchases of computers and peripheral equipment, extending the end date by one year and adding \$850,000, for a total contract amount not to exceed \$1,400,000.
Legislative Body: CC Contact: Tom Clock Phone: 385-7558

Development Services Department

4. SUBJECT: Eleventh Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (047)
RECOMMENDATION: Approve and authorize the Mayor to execute an eleventh amendment to the agreement with AECOM (A-7235) to increase the amount by \$291,519 (a total of \$5,052,215) to provide construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871
5. SUBJECT: Planning & Zoning Permit No. 08-300-05 (Final Map for Tract 5796), The Colonial House Mixed-Use Project, Located at 705 N. Oxnard Boulevard (southwest corner of Oxnard Boulevard and Roderick Avenue). Filed by Caleb Roope on behalf of Oxnard Pacific Associates. (063)
RECOMMENDATION: Adopt a resolution approving Planning & Zoning Permit No. 08-300-05 (Final Map for Tract 5796) to create a single lot map for condominium purposes, for the Colonial House Mixed- Use Project (44 affordable residential apartments and seven (7) commercial condominium spaces), located at 705 N. Oxnard Boulevard.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

Finance Department

6. SUBJECT: Third Amendment to Ground Lease with Continuing Development, Incorporated. (073)
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Ground Lease with Continuing Development, Incorporated (CDI) (A-5935) for the use of land at Colonia Park for Green Valley Children's Center.
Legislative Body: CC Contact: Rena Bassett Phone: 385-7472

Police Department

7. SUBJECT: First Amendment to Lease for Police Storefront at 365 E. Esplanade #201 (District 1 Office). (099)
RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to the Lease Agreement with the Duesenberg Investment Company LLC (5312-10-PO) to extend the term three years for a total term of six years. The space is offered at no expense to the City.
Legislative Body: CC Contact: Cliff Waer Phone: 385-7490

T. ADJOURNMENT



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

Prepared By: Christina Aerenlund, Public Information Officer Agenda Item No. K-1

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

DATE: April 4, 2014

TO: City Council

FROM: Karen Burnham
Interim City Manager

SUBJECT: Oxnard Public Access Channel (OPAC) Draft Request for Proposal

RECOMMENDATION

That the City Council receive and review the Oxnard Public Access Channel draft Request for Proposal and provide direction to staff.

DISCUSSION

On December 6, 2011, City Council authorized the City Manager to execute a Memorandum of Understanding (MOU) for Operation of the Oxnard Public Access Channel (OPAC) with La Fuerza Latina Health Association (LFLHA). After the necessary documentation was submitted by LFLHA, the MOU became effective on August 15, 2012. From the inception of the contract, LFLHA was not responsive to the requisites of the Memorandum of Understanding (MOU) and did not finalize the Policies and Procedures Manual (the "Manual") in time for City Council approval.

On July 30, 2013, after receiving an outline of the history and status report of the OPAC operation and subsequently, due to LFLHA's non-responsiveness to the MOU, City Council referred the matter to the Cultural Arts Committee. The matter of the OPAC operations was agendized at the September 9, 2013 Cultural Arts Committee regular meeting. During the discussion and review at that meeting, the Cultural Arts Committee determined that OPAC did not fall within their purview. Mayor Pro Tem Ramirez requested that the matter be agendized for a future City Council meeting to provide further opportunity for the Councilmembers to receive input and provide further direction to staff.

On January 21, 2014, after receiving information and options for proceeding to the recruitment of an operator for the OPAC, City Council directed staff to return with a complete formal draft Request for Proposal/Qualifications (RFP/RFQ) for their review and further direction.

SUBJECT: Oxnard Public Access Channel (OPAC) Draft Request for Proposal

April 15, 2014

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FINANCIAL IMPACT

There is no financial impact at this time.

ca.

Attachment #1 – Draft Request for Proposal/Qualifications (RFP/RFQ)

Purchasing Division

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



April 7, 2014

Ladies and Gentlemen:

The City of Oxnard, Public Information Office invites proposals from qualified non profit organizations for the operation of the City's public access television channels.

This request for proposal is made up of the following sections: Introduction, Instructions to Proposers, General Terms and Conditions, Scope of Work, Evaluation and Selection Criteria, and two (2) Attachments which include a sample of a Consulting services agreement, and insurance requirements. Proposers will be responsible to carefully examine the requirements contained herein.

Proposals will be received in the City of Oxnard Purchasing Office located at 300 W. Third St., Second Floor, Oxnard, CA 93030 by 4:00 p.m. on (day), (date), 2014. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City's website: <http://www.ci.oxnard.ca.us>. The envelope containing your proposal must be sealed and marked "Oxnard Public Access Channel (OPAC) Operations". Proposals will not be opened publicly.

If you have any questions, please call (805) 385-7538.

Sincerely,

Patricia Garcia
City of Oxnard
Buyer

ATTACHMENT 1
PAGE 1 OF 10

CITY OF OXNARD

PUBLIC INFORMATION OFFICE

REQUEST FOR PROPOSALS (RFP) FOR OXNARD PUBLIC ACCESS CHANNEL OPERATIONS

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

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

DATE:

**CITY OF OXNARD
REQUEST FOR PROPOSALS
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

Proposed Timeline

DATE	ACTIVITY
	Release of Request for Proposal (RFP)
	Pre-Proposal Conference
	Deadline for submission of written questions or request for clarifications
	Response to written questions
	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>4:00 P.M.</u>
	Proposal evaluation period
	Contract preparation/negotiation

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL
FOR OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

INTRODUCTION

The City of Oxnard, California ("City"), through this Request for Proposals (RFP), is seeking proposals from qualified nonprofit organizations for the operation of the City's public access television channels. The channels appear throughout Oxnard on Time Warner cable television Channel 25 and Verizon FiOS Channel 38.

This RFP addresses the challenge facing Oxnard's public access channel since the operating agreement with Time Warner terminated in 2008 and the loss of operating funding under California's Digital Infrastructure and Video Competition Act of 2006 (DIVCA, Pub. Util. Code §5800 et seq.).

The City seeks a nonprofit entity with the background and experience to develop a plan and commence operations of the OPAC pursuant to a contract ("Contract") with the City. Under this plan, it is suggested that the proposer provide a multiphase implementation to include at least three phases that would (1) allow basic broadcast to begin as soon as Xxxx ##, 2014 with (2) scheduling of announcement and existing footage broadcast and (3) the eventual inclusion of additional services such as training, facilities operations, production services, etc.

The City seeks proposals that demonstrate a realistic and achievable multiphase implementation plan for immediately assuming OPAC operations starting at an Initial Service Level as defined herein. The successful proposer should demonstrate that it has the capacity to raise revenues to begin meeting some or all of the multiphase levels operational needs.

The Contract shall have an original term of three years. However, the City, at its sole and absolute discretion, may terminate the Contract at any time if the proposer fails to raise additional funding as specified in the proposer's Proposal or provide the services specified in the Contract.

In addition, the City shall have one option to extend the Contract term for an additional three-year period, which the City may exercise in its sole and absolute discretion.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
FOR OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

INSTRUCTIONS TO PROPOSERS

I. RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard Public Information Office invites proposals from qualified nonprofit organizations for the operation of the City's public access television channels. Proposals will be received in the Purchasing Office until **4:00 p.m., (date)**.

The envelope containing the proposals one (1) original and five (5) copies must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Second Floor, Oxnard, California 93030, Attention: Patricia Garcia, Buyer. The envelope must show the proposer's name and address; and must clearly be labeled **"OXNARD PUBLIC ACCESS CHANNEL OPERATIONS."**

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed. Proposals that are submitted by facsimile or electronic mail will not be accepted.

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

Proposals must be submitted in hard copy on standard letter paper. The Purchasing Division will post change notices such as addendums, minutes of the pre-proposal conference, and other materials to this RFP on the City's website at <http://www.ci.oxnard.ca.us>. The City encourages potential proposers to check the website frequently, and especially immediately before submitting their proposals to be sure they have read all material related to this RFP.

II. BACKGROUND

Local public, educational and governmental access ("PEG") channels began in the early 1970s, as a "trade-off" offered to cities by the emerging cable television industry during franchise negotiations. PEG channels would be locally operated cable channels that would take advantage of the new medium's potential to become an "electronic soapbox" to encourage expression of a wide range of local viewpoints. As the channels evolved, the "E" (education) and "G" (government) channels focused on those respective topic areas, while the "P" channels provided free airtime and access to video production facilities to any member of the public, regardless of the speaker's message.

The authority to require PEG channel capacity survives today in Section 611 of the federal Cable Communications Act of 1984 (47 USC §531) and in Section 5870 of DIVCA. These

laws continue to grant local governments the authority to require channels and financial support as a condition of holding a State franchise.

Because PEG channel requirements have developed primarily to meet local needs and interests, there is no "one-size-fits-all" model for public access channel operation. In fact, the organization and operating structures of these channels vary widely from city to city.

Public Access in the City of Oxnard

In the past, the City negotiated local franchise agreements with cable operators that included requirements for PEG channel capacity and cash payments for operations support. Since 1999, the City's public access channel had been operated under a grant provided as part of the franchise agreement with Jones Intercable/Adelphia Communications/Time Warner. With the implementation of DIVCA, cable operations are conducted in the City pursuant to a State franchise that does not require the franchisee to pay for PEG channel operations support.

The agreement to be negotiated with the prospective operator would include specific requirements for outreach, training, scheduling of facilities, equipment and program playback, administration, recordkeeping, and a financial plan.

Financial Challenges for Public Access in the City of Oxnard

The City underwent a transition from local to state-issued video franchising authority with the 2006 enactment by the California state legislature of AB 2987, a comprehensive state franchising law. Now known as "DIVCA," the law allows new and existing cable television operators to obtain a state-issued franchise to provide video services throughout California.

While DIVCA preserves the City's authority to require operators to provide PEG channels and support fees, these fees may be used only for PEG capital costs. DIVCA includes no provision for support of day-to-day operating costs for PEG channels.

Public Access Philosophy

In accordance with the philosophy and goals of public access, the Contract the City awards will specifically require the OPAC operator to develop and enforce channel policies and procedures, including policies that make channel time available on an equitable basis to all qualified producers. The Contract will further specify that, neither the operator nor the City shall control the content of the programming placed on the public channel and shall keep the public access channel open to all potential users regardless of their viewpoint. The City remains committed to these fundamental principles and would expect any future channel operator to make a firm commitment to uphold them.

III. RESOURCES PROVIDED BY THE CITY

The City anticipates that the following resources will be available for use by the successful proposer:

- a. One public access channel on the Time Warner and Verizon FiOS systems (currently Channels 25 on Time Warner and Channel 38 on Verizon FiOS).
- b. Availability of capital funding for equipment at the option of the City and based on an annual review of capital needs of the OPAC and the City.
- c. Facilities Excluded From The Agreement: This Request for Proposals is for the management of **public access** - NOT educational or government access, or any other City service. Excluded from the agreement are all other City facilities, including but not limited to:
 - 1) Spaces, facilities and equipment occupied or used by the Government Access Channels (Oxnard Citywatch);
 - 2) Spaces, facilities and equipment occupied or used by the Educational Access Channels operated by Oxnard City College the Oxnard School District and/or the Oxnard Union High School District;
 - 3) Facilities at various locations that are reserved for fiber uplink connectivity; and
 - 4) Any other City facilities or equipment not specifically identified in numbers 1-2 above.

IV. IMPLEMENTATION

The successful proposer will agree to undertake tasks that are consistent with the following functions:

- a. Devise, establish and administer reasonable rules, regulation, policies and procedures pertaining to the use and scheduling of public access facilities and channel. Said regulations, policies and procedures shall assure that no censorship or control over programming content of the public access facility or channel exists except as necessary to comply with FCC prohibition of material that is (1) obscene; (2) contains commercial advertising; (3) constitutes conduct of a lottery; or (4) violates a valid law or regulation.
- b. Prepare such regular or special reports as may be required or desirable
- c. Develop and obtain sources of funding, such as foundation, federal or State grants to further the OPAC functions.
- d. Perform other functions relevant to the public access facilities and channel as may be appropriate.
- e. Develop a budget on an annual basis for review by the City
- f. Develop an on-going programming schedule which will outreach to and benefit the residents of the City of Oxnard
- g. Have available production facilities at no or reduced cost to the City's residents.

V. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer.

VI. AWARD OF CONTRACT

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

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

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

VII. EXECUTION OF CONTRACT

The City will mail a Notice of Award of Contract, enclosing the contract forms to the successful proposer. The contract shall be signed by the successful proposer and returned with a copy of the vendor's certificate of insurance within four calendar days after the proposer receives the Notice of Award of Contract.

VIII. PUBLIC RECORDS

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

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

Questions regarding this RFP shall be directed to:

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

draft

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

GENERAL TERMS AND CONDITIONS

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

draft

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

SCOPE OF WORK

The successful proposer must be prepared to:

1. Establish and Operate channel facilities at an Initial Service Level upon award of the Contract, with specific attention to public access producers, community based organizations and public access viewers. Initial Service Level services include, but are not necessarily limited to, the following:
 - a. Scheduling of the channel and playback of programs produced by public access producers, including basic maintenance of related equipment.
 - b. Retention of community producers, and assistance in producing initial and subsequent Public Access Programming.
 - c. Administration, oversight, and enforcement of OPAC facilities and policies.
2. Present a plan for Enhanced Service Level services to include, but not necessarily limited to, the following:
 - a. Organized and regularly scheduled training for producers.
 - b. Check-out/in of equipment and reservation of facilities used by community producers.
 - c. Ensuring adequate staff or volunteer personnel are available to operate the studio and control room facilities as needed.
 - d. Preventive and corrective maintenance of facilities and equipment provided for use by community producers.
 - e. Outreach to and recruitment of community organizations and individuals.
 - f. Promotion of both the services provided by the public access facility and the programming airing on OPAC.
3. The successful proposer should provide, as part of its proposal, the following information to demonstrate how it will carry out a multiphase implementation plan.
 - a. Detailed management plan to ensure efficient and sustainable operations. Elements of such a plan may include:
 - 1) Automated program scheduling
 - 2) Automated playback and encoding
 - 3) Channel operations and administration
 - 4) Maintenance of equipment and facilities
 - 5) Program goals

- b. Funding and resource development plan:
 - 1) Strategies for obtaining funding
 - 2) Actual or proposed funding sources
 - 3) Pro forma 3-year revenue projections
- c. Detailed plan for retention and development of producers and volunteers:
 - 1) Producer retention and recruiting
 - 2) Volunteer staff development
 - 3) Training and production support
- d. Detailed plan for OPAC administration, oversight and governance:
 - 1) OPAC policies, including policies for acceptable use of facilities and channel
 - 2) Handling obscene and illegal content
 - 3) Policies to ensure openness and transparency for all meetings and actions taken by the governing body
 - a) Enforcement and remedies for violation of policies
 - b) Appeal of enforcement decisions
 - c) Role of the City in deciding appeals, if any
- e. Plan to develop partnerships with community groups, nonprofit groups and government
- f. Outreach and marketing plan for public access services and programming

Proposal Requirements

The City expects the successful proposer to show that it currently has the experience and resources to immediately provide core public access services, and that it also possesses, or will obtain, funding to begin providing initial services no later than six (6) months from the beginning of the Contract.

Each proposer should submit information documenting its experience in public access channel operations, financial management and organization as a nonprofit entity, including but not limited to the following:

- 1. A narrative that demonstrates how the proposer will carry out a multiphase implementation including all of the information described in the Scope of Work section above.
- 2. Experience:

Evaluation of proposals will be base partially upon the experience of the proposers Board of Directors and its controlling management personnel. Documentation of all experience shall be supplied by the proposer.

Demonstrated experience in the following areas is particularly desired:

- a. Public Access operation and management
- b. Budget planning and implementation
- c. Fundraising and Revenue Development
- d. Operations planning
- e. Training and retention of community producers
- f. Public Relations and Community Outreach
- g. Familiarity with Federal, State, and local government regulation of the communications industry, and with related statutes, ordinances, regulations and case law

3. Financial Management and Resources:

Evaluation of Proposals will be partially based on the proposed budget for the first full year of Public Access management and on the demonstrated ability to generate additional funding. The budget will reflect personnel and corporate business operation costs, including insurance and bonding expenses, as well as expenditures for the implementation of the Management Plan of the Proposer. The year-one proposed budget will be particularly reviewed for practicality, economy, and fiscal priorities in light of the Proposer's Management Plan.

The proposed budget must identify Non-City funding sources or fundraising plans.

4. In addition, please attach the following:

- a. A narrative not to exceed three (3) one-sided, double-spaced pages of Proposer's existing and potential future funding sources, grants, and foundation monies that the Proposer will utilize.
 - b. The organization's audited financial statements for the past three years, if any
 - c. The organization's most recent year's operational budget.
5. In addition, evaluation of Proposals will be based on demonstration of Proposer's longer-term financial stability. This is to be demonstrated through a business plan, pro formas, or other documentation the Proposer submits.

Organization

Please provide the following:

1. List the names and addresses of your principal officers and members of the Board of Directors (attach resumes) and explain their responsibilities.
2. Indicate Non-Profit Status; if applicable (attach proof of not-for-profit status or evidence of application for same).
3. Provide any information of similar facilities Proposer has operated (if any).
4. Provide the following information concerning the Organization:
 - a. Organization flowchart
 - b. Organization bylaws and articles of incorporation

- c. Statement of organization's philosophy and mission
- d. Attach any other pertinent documents regarding your organization's experience or experience of its officers, directors, or employees.

References

1. Financial References (banks, customers, creditors, supplies, business contacts). Include names, addresses, contact information.
2. Insurance References. Include names, addresses, and contact information for liability insurance carriers.
3. Business References. Furnish the names, addresses and telephone numbers of a minimum of three 3) firms or government organizations for which the vendor has provided similar projects.

draft

**CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS**

EVALUATION AND SELECTION CRITERIA

Review and Scoring

The proposals will be evaluated by a selection committee comprised of parties with expertise in public access cable television management. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

The panel will review how closely an proposer's proposal is to meeting all the requirements set forth in the RFP.

Category	Maximum Points allowed
1. Experience in public access operations and financial management.	20
2. Demonstrated Financial Resources or Plan to Generate Resources in year one.	20
3. Management Plan for Efficiency	20
4. Plan for Retention and Development of Producers and Volunteers	10
5. Plan for Channel Administration, Oversight and Governance	10
6. Plan to develop Partnerships with Community Groups, Nonprofit Groups and Government	10
7. Outreach and Marketing Plan for Public Access Services and Programming	10
Total Possible Points	100

Pre-Proposal Conference

A pre-proposal conference will be held on **DATE**, starting promptly at **1:30 PM P.S.T.**, to be held at the Department, **ADDRESS**. The proposal terms and conditions will be reviewed and discussed at this time. Questions raised at the bidder's conference may be answered orally or may require research, in which case the answers will be posted as part of the minutes. The conference minutes will be posted on the City's website. If you have further questions regarding the RFP, please contact Patricia Garcia, Buyer at 805-385-7538.

Contract Award

The City will select a proposer with whom City staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the City at its sole discretion may terminate negotiations with the first selected proposer and begin contract negotiations with an alternate proposer.



Meeting Date: 4 / 15 / 14

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: Stephen M. Fischer

Agenda Item No. M-2

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

DATE: April 9, 2014

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney [Signature]
City Attorney

SUBJECT: Approval of City Manager Employment Agreement

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement (Agreement No. 6609-14-CA) with Greg Nyhoff providing terms and conditions concerning his employment as the City Manager.

DISCUSSION

On April 8, 2014, the City Council appointed Greg Nyhoff City Manager, subject to final approval of an employment agreement. The attached agreement provides for terms of employment and compensation negotiated with Mr. Nyhoff by the City's negotiator pursuant to direction provided by the City Council.

FINANCIAL IMPACT

Compensation for the City Manager position sufficient to defray the cost of the agreement is provided in the approved budget.

SMF

Attachment #1 - Employment Agreement

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF OXNARD AND GREG A. NYHOFF**

This Employment Agreement ("Agreement") is entered into this ____ day of ____, 2014, by and between the CITY OF OXNARD, a municipal corporation, ("City") and GREG A. NYHOFF ("Nyhoff"), an individual who has education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics.

WHEREAS, the Oxnard City Code provides for the appointment of a City Manager by the City Council, and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, the City Council desires to employ Nyhoff to serve as City Manager for the City; and

WHEREAS, the City Council desires to provide Nyhoff with certain specified benefits and to establish certain terms and conditions of employment; and

WHEREAS, Nyhoff represents that he possesses the qualifications, skills and experience to satisfactorily perform the duties of City Manager for the City.

NOW, THEREFORE, City and Nyhoff agree as follows:

1. Term. The term of this Agreement shall be for an initial period of three (3) years from June 1, 2014 to May 31, 2017. This Agreement shall automatically be renewed on its anniversary date for a one (1) year term unless notice that the Agreement shall terminate is given at least two (2) months before the expiration date. If the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Nyhoff voluntarily resigns.

2. Duties and Authority. City agrees to employ Nyhoff as City Manager to perform the functions and duties specified in the Oxnard City Code and the California Government Code, and to perform other legally permissible and proper duties and functions.

3. Compensation.

City agrees to pay Nyhoff an annual base salary of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) payable in installments at the same time that the other employees of the City are paid.

4. Relocation, Moving and Transition Expenses.

A. City agrees to reimburse reasonable expenses associated with moving Nyhoff and Nyhoff's family and personal property to Oxnard. Nyhoff will obtain three (3) bids for moving expenses, and provide these copies to City. Nyhoff shall keep track of actual costs, and submit to

City with receipts. City will reimburse up to the lowest of the actual costs of the three (3) bids, provided the reimbursement pursuant to this Section 4.A. shall not exceed Ten Thousand Dollars (\$10,000).

B. City agrees to partially reimburse Nyhoff for housing costs until such time as Nyhoff sells his home in Modesto or the end of nine (9) months, whichever occurs first. Such payment shall be Two Thousand Dollars (\$2,000) per month, with the first payment due June 15, 2014.

C. City agrees to reimburse Nyhoff for airfare, hotel room and car rental expenses incurred by Nyhoff and Nyhoff's spouse for a maximum of two (2) trips to Oxnard for the purposes of researching local housing and for Nyhoff to meet with City's Council and staff.

5. Health and Life Insurance Benefits. City agrees to provide health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Nyhoff and his dependents equal to that which is provided to all other Top Management employees of the City or, in the event no such plan exists, to provide coverage for Nyhoff and dependents. City's contribution toward the premiums for said health, dental and vision coverage shall not be less than that which City contributes to other Top Management employees. Notwithstanding any policy or provision to the contrary, such benefits shall be provided as of June 1, 2014.

6. Vacation, Sick, and Administrative Leave.

A. Nyhoff shall accrue annual leave, which City provides to Top Management employees in lieu of sick leave and/or vacation leave, at the rate of one hundred twenty (120) hours per year, provided that, during the first year of this Agreement, accrual shall occur as follows: sixty (60) hours of annual leave will be credited upon assuming office and sixty (60) hours will be credited on December 1, 2014.

B. Nyhoff shall on January 1 of each calendar year be credited with eighty (80) hours of administrative leave, forty (40) hours of which shall be credited upon assuming office.

C. Nyhoff may redeem forty (40) unused annual leave hours and forty (40) unused administrative leave hours annually in accordance with City Administrative Policy E-5, provided that Nyhoff's right to redeem unused leave shall not be contingent on Nyhoff's years of service.

7. Vehicle Allowance. City agrees to pay to Nyhoff, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Three Thousand Six Hundred Dollars (\$3,600) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Nyhoff shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Nyhoff at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

8. Retirement.

A. During the term of this Agreement, City agrees that Nyhoff shall be enrolled in the California Public Employees Retirement System (PERS). Nyhoff shall pay the total 7% "Employee's share," and City shall pay 100% of "Employer's share" of PERS contributions on behalf of Nyhoff.

B. City shall permit Nyhoff to participate in any City-sponsored deferred compensation program or 401(a) Plan, and City shall match Nyhoff's contribution to such deferred compensation program or 401(a) Plan up to three percent (3%) of Nyhoff's base salary.

9. General Business Expenses.

A. In its discretion, City shall budget for and pay travel and subsistence expenses of Nyhoff for professional and official travel, meetings, courses, institutes and seminars to continue his professional development and to adequately pursue necessary official and other functions on behalf of the City, including but not limited to, the annual conference of the League of California Cities, the International City/County Management Association, and such other regional, state, and local governmental groups and committees.

B. City acknowledges the value of having Nyhoff, at City's discretion, participate and be directly involved in local or regional clubs, associations and organizations necessary and desirable for Nyhoff's continued professional participation, growth and advancement, and for the good of the City. Accordingly, City may, at its discretion, pay for the reasonable membership fees and/or dues to enable Nyhoff to become an active member in local civic clubs or organizations, provided however that City shall pay Nyhoff's professional dues and subscriptions to the International City/County Management Association (ICMA).

10. Termination. The following circumstances shall be deemed a termination of this Agreement:

A. The majority of the City Council votes to terminate Nyhoff at a duly authorized closed or open meeting.

B. If the City, its citizens or the State of California acts to amend any provisions of the Oxnard City Code or California law pertaining to the role, powers, duties, authority, responsibilities of Nyhoff's position that substantially changes the city manager form of government, Nyhoff shall have the right to declare that such amendments constitute termination.

C. If City reduces the base salary, compensation or any other financial benefit of Nyhoff, unless it is applied in no greater percentage than the average reduction of all City employee's, such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If a majority of the City Council requests the resignation of Nyhoff, then Nyhoff may, at his option, deem himself terminated within the meaning of this Section 10.

E. Either party declares a breach of contract and such breach is not cured within a 30-day cure period. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

11. Severance.

A. Severance shall be paid to Nyhoff when employment is terminated as defined in Section 10.

B. If City terminates this Agreement during which time Nyhoff is ready, willing and able to perform the functions and duties set forth herein, then City agrees to provide Nyhoff with six (6) months salary, including benefits, provided, however, that if City terminates Nyhoff prior to June 1, 2015, City agrees to provide Nyhoff with nine (9) months salary, including benefits, provided that the payments pursuant to this Section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Nyhoff under this section shall be fully reimbursed by Nyhoff to the City if Nyhoff is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

12. Resignation. If Nyhoff voluntarily resigns his position with City, Nyhoff shall provide a minimum of sixty (60) days advance notice unless the parties agree otherwise.

13. Performance Evaluation. City shall annually review the performance of Nyhoff in June subject to a process, form criteria, and format for the evaluation, which shall be mutually agreed upon by City and Nyhoff. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Nyhoff within thirty (30) days of the evaluation meeting.

14. Hours of Work. It is recognized that Nyhoff must devote a great deal of time outside the normal office hours on business for City, and to that end Nyhoff shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Nyhoff to faithfully perform his assigned duties and responsibilities.

15. Outside Activities. The employment provided for by this Agreement shall be Nyhoff's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to City and the community, Nyhoff may elect, with the prior written approval of the City Council, to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

16. Residency. Nyhoff agrees to maintain residence within the corporate boundaries of the City of Oxnard.

17. Indemnification. The City shall provide Nyhoff the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Manager. This covenant shall survive the termination of this Agreement.

18. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Nyhoff under any law or ordinance.

19. Other Terms and Conditions of Employment. City, only upon agreement with Nyhoff, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Nyhoff, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

20. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City of Oxnard, City Clerk
305 West Third Street
Oxnard, CA 93030

NYHOFF: City of Oxnard, City Manager
300 West Third Street
Oxnard, CA 93030

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

21. General Provisions.

A. Integration. City and Nyhoff agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Nyhoff as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on June 1, 2014.

D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement

is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Ownership of Materials. All of Nyhoff's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.

F. Non-Assignment. This Agreement is for professional and unique services of Nyhoff, which are personal to the City. This Agreement is not transferable or assignable by Nyhoff.

G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF OXNARD

GREG A. NYHOFF

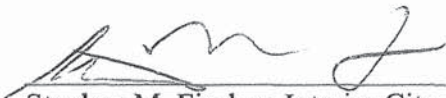
Tim Flynn, Mayor

Greg A. Nyhoff

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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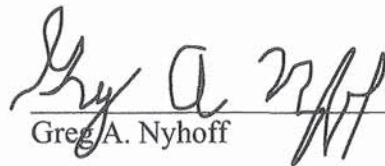
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CITY OF OXNARD

GREG A. NYHOFF

Tim Flynn, Mayor



Greg A. Nyhoff

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

March 25, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:03 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Bert Perello were present. Councilmember Dorina Padilla was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; Grace Magistrale Hoffman, Deputy City Manager; Todd Mooney, Special Legal Counsel and Grant Dunne, Environmental Resources Management Analyst.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**C. CLOSED SESSION****D. OPENING CEREMONIES**

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for the individuals of the Malaysia Airlines flight 370 (a missing Boeing 777 aircraft lost over the Indian Ocean).

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Earth Day 2014
DISCUSSION: Trish Honigsberg, Outreach & Education Specialist, invited the public to attend 2014 Earth Event on April 5th at Plaza Park.
2. **SUBJECT:** Presentation of Commendation to KNS ROCKSTAR for Its Anti-Bullying Education and Outreach Efforts
DISCUSSION: KNS ROCKSTAR commented on their "anti-bullying" activities in the community.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Linda Stephens; Larry Stein; Asyia Romero; Jean Joneson; Jessica Fransen (speaking for SEIU individuals); Pat Brown; Theodora Daritt-Cornyn; Edward Castillo; Juan Delgado and Patrick Barrios.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**Finance Department**

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending February 28, 2014 (Fiscal Year 2013-14). (001)

RECOMMENDATION: Receive Report.

DISCUSSION: The Chief Financial Officer commented on reporting of fund balances and grants. The Interim Public Works Director stated “wastewater” consultant information would be forth coming.

ACTION: Received and filed.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF CITY MANAGER

The Interim City Manager commented on the Utility Assistance Program and upcoming Amber Day Event (April 24th at Orchard Park). The Deputy City Manager commented on the gathering of funds and creating procedures for the Utility Assistance Program.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: past reports of bio-tower facilities; land adjacent to Lemonwood Park owned by Bank of America; the “Zero Waste” program; hydraulic fracturing (fracking) oil drilling process within Oxnard’s sphere of influence; information regarding “Cesar Chavez” activities; water issues; “Child Abuse Prevention” event; special meeting to meet with City Manager candidates on April 2nd from 5-7 p.m. and establishing a City Manager salary range.

Councilmember Perello reported on “administration” practices of the Ventura Regional Sanitation District and a Fox Canyon Groundwater Management meeting.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Development Services Director and Todd Mooney, Special Legal Counsel (S-4); Development Services Director (S-5); Interim Public Works Director; Environmental Resources Management Analyst and Bill Camarillo, Agromin (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-5); Pat Brown (S-4); (S-5); (S-6); (S-7); (S-8); Abel Magana (S-6) and Juan Delgado (S-8).

S. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for February 25, 2014; and Minutes of the Special Meeting of the Oxnard City Council for February 27, 2014. (019)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (025)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
3. SUBJECT: Award of Contract to Lowest Responsive Bidder and Authorization to Issue and Execute a Contract for PW14-06 -12-inch CIP Water Main Replacement on Rose Avenue Project. (027)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7663) in the amount of \$489,328.25 for the 12-inch CIP Water Main Replacement on Rose Avenue Project located between Gary Drive and E. Channel Islands Boulevard and authorize the purchasing agent to execute the contract upon receipt of final documents.

Development Services Department

4. SUBJECT: Consent to Assignment and Assumption of RiverPark Development Agreement, Filed by Comstock Homes, 321 12th Street, Manhattan Beach, CA 90266. (069)
RECOMMENDATION: Grant consent to the Assignment and Assumption of Development Agreement by and among Riverpark A, L.L.C., Riverpark B, L.L.C., AGS Land Holdings I, L.P. and elacora Riverpark, LLC and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.
5. SUBJECT: Agreement with Rincon Consultants, Inc. (115)
RECOMMENDATION: Approve an agreement with Rincon Consultants, Inc. (6528-14-DS) in an amount not to exceed \$400,000 for on-call permit processing and planning services.
6. SUBJECT: Fund Transfer Agreement with State of California and Budget Appropriation for "Oxnard Corridor Community Transportation Improvement Plan" Project. (135)
RECOMMENDATION: Authorize the City Manager to: 1) Execute the fund transfer agreement with the State of California (A-7664) in the amount of \$250,000; and 2) Appropriate \$277,770 to the Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) project from a \$250,000 state grant and \$27,770 from the Air Pollution Buy-Down fund balance as the local match upon approval of the agreement by the State of California.

Public Works Department

7. SUBJECT: Project Specification PW14-12 Non-Scheduled Repairs to Sewer and Storm Drain Systems. (163)

RECOMMENDATION: Approve project Specification PW14-12 for on-call services for non-scheduled repairs to sewer and storm drain systems within the City, and authorize staff to solicit bids for the project.

8. SUBJECT: Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services at Limoneira Farms in Santa Paula. (165)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Agromin (A-7662) in the amount of \$1,336,400 for yard trimmings and wood waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California for a two-year term from March 26, 2014 through March 25, 2016.

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

T. ADJOURNMENT

At 8:31 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
March 4, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Stephen Fischer, Interim General Counsel and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Interim Redevelopment Services Manager reviewed past loans, ROPS obligations and possible establishment of "ad hoc" committee.

The Interim General Counsel stated the procedures regarding sale of properties will be established.

ACTION: The Commissioners provided comments and directions to staff.

M. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS / COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 4 and 11, 2014; Minutes of the Regular Meetings of the Oxnard Community Development Commission Successor Agency for February 11 and 25, 2014; and Minutes of the Special Meeting of the Oxnard Community Development Commission Successor Agency for January 13, 2014. (015) RECOMMENDATION: Approve.

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

CITY COUNCIL

At 10:23 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 10:23 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting March 18, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting March 25, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting April 8, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

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. 5-2Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]Other (Specify) Jim Cameron**DATE:** February 25, 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 prior to the Council meeting.

City Manager Contract List for 04/15/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement Development Services - Development Support Cynthia Daniels	Nelson\Nygaard Consulting Associates Inc. Agreement No. 6390-13-DS	Evaluate measures to reduce traffic congestion and greenhouse gas emissions Request for proposals issued 9/17/2013. One proposal submitted by deadline of 10/7/2013. Consultant was qualified. Consultant will evaluate measures to reduce traffic congestion and greenhouse gas emissions identified in the 2030 General Plan. Total Contract Amount: \$106,344 FundingSource: Federal Grant (CMAQ) and Air Pollution Buydown Fund	\$106,344
B	Original Agreement Police Mike Adair	Ventura County Sheriff's Office Agreement No. 7598	Provide assistance to the Oxnard PD in the investigation of technology crimes Contract is for reimbursement to the Ventura County Sheriff's Office by the Oxnard Police Department for the proportional share of the salaries and benefits of technology investigators assigned to the Southern California High Tech Task Force-Ventura County. The High Tech Task Force addresses the investigation of high technology crimes. The Task Force is responsible for forensic examination of all types of digital evidence. Each city in Ventura County contributes a percentage of costs for these positions based on the population of their respective jurisdictions. The Southern California High Tech Task Force is the only agency in Ventura County that can provide this service to law enforcement; therefore no bid solicitation process was held. The cost of this agreement is for a one year term. Total Contract Amount: \$77,356 FundingSource: General Fund	\$77,356
C	Original Agreement General Services Michael Henderson	Natural Green Landscape, Inc. Agreement No. 6564-14-CM	Provide landscape maintenance services for Westport CFD #2 Provide landscape maintenance services for Westport CFD #2. A RFB was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Total Contract Amount: \$46,776 FundingSource: Landscape Assessment District Funds	\$46,776
D	Original Agreement General Services Michael Henderson	Natural Green Landscape, Inc. Agreement No. 6565-14-CM	Provide landscape maintenance services for Seabridge CFD#4 Provide landscape maintenance services for Seabridge CFD#4. A RFB was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Total Contract Amount: \$143,460 FundingSource: Landscape Assessment District Funds	\$143,460

ATTACHMENT
PAGE 1 OF 2

City Manager Contract List for 04/15/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Original Agreement	General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for District 42 Cantabria-Coronado	\$30,600
	Michael Henderson	Agreement No. 6557-14-CM	Provide landscape maintenance services for District 42 Cantabria-Coronado. A RFB was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments.	
	385-7950		Total Contract Amount: \$30,600	
			FundingSource: Landscape Assessment District Funds	
F Original Agreement	General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for District 46 Daily Ranch	\$34,800
	Michael Henderson	Agreement No. 6558-14-CM	Provide landscape maintenance services for District 46 Daily Ranch. A RFB was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments.	
	385-7950		Total Contract Amount: \$34,800	
			FundingSource: Landscape Assessment District Funds	
G Amendment	Police	City Impact Inc.	Increase agreement amount	\$99,000
	Ken Klopman	Agreement No. 5508-11-PO	This amendment is to increase agreement amount by \$99,000 which includes \$20,000 for van lease, \$13,000 for gang intervention worker training, and \$66,000 to increase staff time for case management	
	385-8290	Amendment 4	Total Contract Amount: \$456,197	
			FundingSource: Cal-GRIP Grant	

ATTACHMENT 1
PAGE 2 OF 2



Meeting Date: 4/15/2014

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

Prepared By: Tom Clock Agenda Item No. 5-3
Reviewed By: City Manager _____ City Attorney PT Finance Dele Other (Specify) In Cameron

DATE: April 15, 2014

TO: City Council

FROM: Tom Clock, Systems Administrator
Information Systems Division 6

SUBJECT: Purchase Order for Computers and Peripheral Equipment

RECOMMENDATION

Approve and authorize the Mayor to execute an amendment to the terms of the Blanket Purchase Order/Change Order (No. 003978) with Compuwave for purchases of computers and peripheral equipment, extending the end date by one year and adding \$850,000, for a total contract amount not to exceed \$1,400,000.

DISCUSSION

The City participates in cooperative purchasing agreements with other agencies to obtain the best pricing for supplies and equipment. For a number of years, computers and peripheral equipment such as printers, monitors as well as software have been purchased from Compuwave using a cooperative purchasing agreement between Compuwave and the County of Ventura. Information Systems (IS) coordinates these purchases on behalf of IS and other City departments. The additional funds will be used primarily to replace outdated hardware and software at several City locations.

Purchases are coordinated through IS to ensure that new equipment meets City standards and allows for tracking the equipment IS supports within City departments.

FINANCIAL IMPACT

Most computers and peripheral equipment are purchased through the IS internal service fund which has accumulated adequate fund balance to provide for anticipated purchases. While most purchases are funded by IS, special purchases requested by a department would require that department to request separate funding.

TMC

Attachment #1 - Purchase Order/Change Order # 003978



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

**PURCHASE
ORDER NO.
003978**

DATE: 4/2/2014

VENDOR PHONE: (805)650-8808
VENDOR FAX: (805)650-9644
VENDOR #: 1214
VENDOR ADDRESS: COMPUWAVE
1839 KNOLL DRIVE
VENTURA, CA 93003

SHIP TO: INFORMATION SYSTEMS
300 W. THIRD ST, #200
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2013		BO ENTRY	11/14/2012	BOB LANDMAN, GENERAL MANA	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				HEATHER MOONEY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER
COMPUTER HARDWARE & RELATED SERVICES
Effective date: 01/02/2012
Expiration date: 06/30/2015
Not to exceed: 1,400,000.00

PER COUNTY OF VENTURA CONTRACT#6500 INCLUDING ALL SPECIFICATIONS, TERMS AND CONDITIONS.
BY ACCEPTING THIS PURCHASE ORDER YOU ARE ACCEPTING THE CITY OF OXNARDS TERMS AND CONDITIONS.
CHANGE ORDER TO EXTEND EXPIRATION DATE FROM JUNE 30, 2013 TO JUNE 30, 2014 AND ADD AN ADDITIONAL \$325,000.00 TO THE AMOUNT OF THE BLANKET PURCHASE ORDER.
THIS AGREEMENT AUTHORIZES VENDOR TO PROVIDE AND DELIVER PERSONAL COMPUTERS, PERIPHERALS, AND OTHER RELATED SERVICES AS REQUIRED BY THE CITY OF OXNARD IN ACCORDANCE WITH COUNTY OF VENTURA CONTRACT#6500 A CURRENT CITY OF OXANRD BUSINESS LICENSE AND REQUIRED INSURANCE, WITH THE CITY AS ADDITIONAL INSURED ARE REQUIRED TO BE ON FILE THE TERM OF THIS AGREEMENT. ALL REQUESTS FOR PRODUCTS OR

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

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

**PURCHASE
ORDER NO.
003978**

DATE: 4/2/2014

VENDOR PHONE: (805)650-8808

VENDOR FAX: (805)650-9644

VENDOR #: 1214

VENDOR ADDRESS: COMPUWAVE
1839 KNOLL DRIVE
VENTURA, CA 93003

SHIP TO: INFORMATION SYSTEMS
300 W. THIRD ST, #200
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2013		BO ENTRY	11/14/2012	BOB LANDMAN, GENERAL MANA	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				HEATHER MOONEY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

SERVICES SHALL BE PROVIDED UPON RECEIPT OF CITY
OF OXNARD PURCHASE ORDER ("PO") OR
CITY OF OXNARD FIELD PURCHASE ORDER ("FPO").
INVOICES FOR PAYMENT SHALL BE SUBMITTED TO THE
REQUESTOR AND SHALL INCLUDE THE FOLLOWING
INFORMATION:

- (A) DATE OF ORDER
 - (B) NAME OF ORDER
 - (C) QUANTITY, DESCRIPTION, AND PRICE OF MATERIALS,
SUPPLIES OR SERVICES PERFORMED
 - (D) THE NUMBER OF THE PO OR FPO
 - (E) THE NUMBER OF THIS AGREEMENT
- THIS AGREEMENT EXPIRES JUNE 30, 2014, AND SHALL
NOT EXCEED \$695,800.00.

CHANGE ORDER TO EXTEND EXPIRATION DATE FROM JUNE
30, 2014 TO JUNE 30, 2015 & ADD AN ADDITIONAL
\$850,000 TO THE AMOUNT OF THE BLANKET PURCHASE
ORDER.

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

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

**PURCHASE
ORDER NO.
003978**

DATE: 4/2/2014

VENDOR PHONE: (805)650-8808
VENDOR FAX: (805)650-9644
VENDOR #: 1214
VENDOR ADDRESS: COMPUWAVE
1839 KNOLL DRIVE
VENTURA, CA 93003

SHIP TO: INFORMATION SYSTEMS
300 W. THIRD ST, #200
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2013		BO ENTRY	11/14/2012	BOB LANDMAN, GENERAL MANA	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				HEATHER MOONEY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

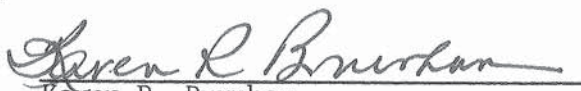
TOTAL PURCHASE AMOUNT

\$0.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. _____

APPROVED AS TO AMOUNT:


Karen R. Burnham
Interim City Manager

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

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

Prepared By: Cynthia Daniels

Agenda Item No. 5-4

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other Winegar [Signature]

DATE: April 2, 2014

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department

Cynthia Daniels

SUBJECT: Eleventh Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an eleventh amendment to the agreement with AECOM to increase the amount by \$291,519 (a total of \$5,052,215) to provide construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7235).

DISCUSSION

The City Council approved the agreement with AECOM (formerly LAN) on December 8, 2009. AECOM was hired after the City issued a request for proposals. AECOM's services include construction management, project coordination, schedule management, construction inspection, and material testing during the construction of the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101.

The eleventh amendment would add fees for construction management between April 1 and December 31, 2014, and unpaid prevailing wages of \$34,860.24 owed to one employee. All of the work in the eleventh amendment is due to the project delay and the construction contractor's inadequate effort to deliver extra work bills for payment. The majority of expenses are related to the delay in the construction due to the errors or omissions of the designer, URS Energy and Construction (URS), about the impact of ground settlement on the underground utilities. Staff anticipates the City will file a claim against URS to recover all eligible costs related to design errors resulting in unexpected changes due to the ground settlement. Staff anticipates the City will assess liquidated damages from the construction contractor to recover some of the extra costs of AECOM's work.

FINANCIAL IMPACT

If approved, the amount of the agreement would increase by \$291,519 to a total of \$5,052,215. Federal

AECOM Amendment 11
April 2, 2014
Page 2

and state grants, an assessment district, and several city sources fund the project.

CD

Attachment #1 - Eleventh Amendment to Agreement A-7235

ELEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Eleventh Amendment ("Eleventh Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This Eleventh Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement was amended on July 27, 2010, by a First Amendment, on September 22, 2010, by a Second Amendment, on July 26, 2011, by a Third Amendment, on April 17, 2012, by a Fourth Amendment, on July 31, 2012, by a Fifth Amendment, on November 28, 2012, by a Sixth Amendment, on February 26, 2013, by a Seventh Amendment, on July 2, 2013 by an Eighth Amendment, on October 15, 2013 by a Ninth Amendment, and on December 17, 2013 by a Tenth Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-10, attached hereto and incorporated herein by reference.
2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-9, attached hereto and incorporated herein by reference.
3. In Section 14a of the Agreement, the figure "\$4,760,696" is deleted and replaced with the figure "\$5,052,215." Exhibit C is supplemented by Exhibit C-10, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT


Peter Ho, Vice-President
AECOM Technical Services, Inc.

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:


Stephen M. Fischer, Interim City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services Director

APPROVED AS TO AMOUNT:



Karen R. Burnham
Interim City Manager

EXHIBIT A-10
Scope of Services
Construction Management for Rice / Santa Clara Interchange
Over Highway 101
Amendment No. 11

March 18, 2014

Scope of Work

Consultant shall conduct the following:

1. Additional construction support

Out of sequence work, utility issues, settlement impacts, and slow progress on landscape, irrigation and hardscape work have caused the construction contract to extend beyond its original completion date. Additional support is required to complete the construction management task and assist the City during construction closeout. In addition to the typical work required for construction closeout, there are over seven hundred (700) outstanding extra work bills that will require extensive labor to verify the work before recommending approval for payment. These extra work bills were not submitted during the course of the construction work.

Description of remaining work to be done that requires AECOM's construction support:

- | | | |
|----|--|----------|
| 1 | Replace concrete sidewalk at Santa Clara and R1 (CCO) | |
| 2 | Replace stolen wire. | |
| | a). Retest lighting and ramp metering systems. | |
| 3 | Clean up drainage facilities | |
| 4 | Complete Edge Drain facilities | |
| 5 | Punch List items for signals and Ramp Metering | |
| 6 | Striping Punch List. | |
| 7 | Planting and irrig. Punch list | |
| 8 | Raise MBGR and MBGR Punch List | |
| 9 | Repair damage to fencing, and MBGR, and paving under MBGR. | CCO |
| 10 | Sign additions requested by DOT | CCO |
| 11 | Misc changes requested by DOT. | Pend CCO |
| 12 | Elect. Cabinet moves requested by DOT | Pend CCO |
| 13 | Caltrans to perform skid test on bridge | |
| 14 | Prepare Change Orders for balancing contract items. | |

- | | | | |
|----|--|-----|-------|
| 15 | Perform unit price adjustments for item overruns greater than 25% (Need all cost backup data from Contractor). | 0% | Pend |
| 16 | Process Extra Work Bill payments. | 80% | Addl. |
| 17 | Prepare "AS_BUILT" plans draft for URS. | 40% | |
| 18 | Issue "Relief From Maintenance" for all work except for PE | | |
| 19 | Issue "Estimate After Acceptance" to clear all outstanding construction work. | | |
| 20 | Create electronic copies of the Extra Work Bills | | |

CCO: Contract Change Order

DOT: Department of Transportation

MBGR: Metal Beam Guard Rail

SPI: Security Paving Inc (Contractor)

R1: Freeway off-ramp (northbound off)

URS: Designer of Record

AECOM: Construction Managers

EXHIBIT B-9 **Schedule of Work** **Construction Management for Rice / Santa Clara Interchange Over Highway 101**

Amendment No. 11

March 18, 2014

Schedule of Work

Additional Construction Support

Nine (9) months of additional work, from April 1, 2014 to December 31, 2014

			Probable START	Estimate COMPLETE
1	Replace concrete sidewalk at Santa Clara and R1 (CCO)		Apr	Apr
2	Replace stolen wire.		Apr	Apr
	a). Retest lighting and ramp metering systems.		Apr	Apr
3	Clean up drainage facilities		Apr	Apr
4	Complete Edge Drain facilities		Apr	Apr
5	Punch List items for signals and Ramp Metering		Apr	Apr
6	Striping Punch List.		Apr	Apr
7	Planting and irrig. Punch list		Apr	Apr
8	Raise MBGR and MBGR Punch List		Apr	Apr
9	Repair damage to fencing, and MBGR, and paving under MBGR.	CCO	Apr	May
10	Sign additions requested by DOT	CCO	Apr	May
11	Misc changes requested by DOT.	Pend CCO	Apr	May
12	Elect. Cabinet moves requested by DOT	Pend CCO	Apr	May
13	Caltrans to perform skid test on bridge		Unkn	Unkn
14	Prepare Change Orders for balancing contract items.		Apr	AECOM
15	Perform unit price adjustments for item overruns greater than 25% (Need all cost backup data from Contractor).	0% Pend	Apr/May	SPI/AECOM
16	Process Extra Work Bill payments.	80% Addl.	May	In Progress
17	Prepare "AS_BUILT" plans draft for URS.	40%	Apr	In Progress
18	Issue "Relief From Maintenance" for all work except for PE		May	AECOM/City
19	Issue "Estimate After Acceptance" to clear all outstanding construction work.		May	AECOM/City

20 Create electronic copies of the Extra Work Bills

Apr/May AECOM

CCO: Contract Change Order

DOT: Department of Transportation

MBGR: Metal Beam Guard Rail

SPI: Security Paving Inc (Contractor)

R1: Freeway off-ramp (northbound off)

URS: Designer of Record

AECOM: Construction Managers

Exhibit C-10

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

3/18/2014

Prime Consultant: AECOM

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2013	Total
Resident Engineer	Andres Roldan	4/1/2014	12/31/2014	160	\$73.58	\$ 11,772.80
Assistant Resident Engineer	Arturo Infante	4/1/2014	12/31/2014	640	\$64.86	\$ 41,510.40
Office Engineer	Mike Suydam	4/1/2014	12/31/2014	640	\$55.72	\$ 35,660.80
Scheduling/ claim support	Richard No	4/1/2014	12/31/2014	180	\$72.45	\$ 13,041.00
Structure Representative	Kriston Pelz	4/1/2014	12/31/2014	40	\$59.75	\$ 2,390.00
Subtotal Direct Labor Costs						\$ 104,375.00

Anticipated Salary Raise : (N/A)

\$ 0.00

Total Direct Labor Costs \$ 104,375.00

Indirect Rate (Fringe Benefits + Overhead + General and Administrative)
Rate

121.8% \$ 127,128.75

Fee (Profit)

10% \$ 23,150.38

Other Direct Costs

Travel Costs (Form 60-2) \$ 0.00

Equipment and Supplies (Form 60-2) \$ 2,004.00

\$ 0.00

Total Other Direct Costs \$ 2,004.00

Prevailing wage differential not previously paid (See PW Analysis back up) \$ 34,860.24

Subcontractor Administration \$

TOTAL COST (Not to Exceed) \$ 291,518.37

AECOM does not add mark-ups on subs

Local Assistance Procedures Manual Exhibit 10-H

Other Direct Cost (ODC)

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

March 18, 2014

OTHER DIRECT COSTS SCHEDULE

ITEM DESCRIPTION	Unit	Unit Cost	Quantity	Total Estimate
Mileage	900	\$0.560	0	504.00
Office supplies (Toner, paper, binders)	1	\$500.00		500.00
Electronic scanning of Extra Work Bills (scan by outside vendor-Cybercopy)	4000	\$0.15		600.00
As-Builts (scan/copy by outside vendor- Cybercopy)	1	\$400.00		400.00
		Consultant ODC		\$ 2,004.00

Prevailing Wage Differential Analysis

Project PW03-19 City of Oxnard

AECOM # 60180715.1

STEVE CERTUCHE, AECOM Water Division

BILLING PERIOD		HOURS WORKED PW		AS BILLED		Billed Rate	Correct Rate	Rate Variance Per Hour	Total Due Per Week
YEAR	MONTH	WEEK	OFFICE	INSPECTION	Comments				
2011	JULY	2 - 8		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		2 - 8	OT	2		\$ 119.89	\$ 186.58	\$ 66.69	\$ 133.38
		2 - 8	OT	2.5	Labor Corr for W/E 07/01/11	\$ 119.89	\$ 186.58	\$ 66.69	\$ 166.73
		9-15		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		16 - 22		37		\$ 119.89	\$ 138.53	\$ 18.64	\$ 689.68
		16 - 22	OT	3	Billed at Regular time	\$ 119.89	\$ 186.58	\$ 66.69	\$ 200.07
		23 - 29		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
2011	AUGUST	23 - 29	OT	2.5		\$ 119.89	\$ 138.53	\$ 18.64	\$ 46.60
		7/30 - 8/5		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		7/30 - 8/5	OT	1	Billed at Regular time	\$ 119.89	\$ 186.58	\$ 66.69	\$ 66.69
		6 - 12		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		13-19		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		21-26	OT	0.5	Billed at Regular time	\$ 119.89	\$ 186.58	\$ 66.69	\$ 33.35
		21 - 26		24		\$ 119.89	\$ 138.53	\$ 18.64	\$ 447.36
2011	SEPT.	8/27 - 9/2		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		8/27 - 9/2	OT	0.5	Billed at Regular time	\$ 119.89	\$ 186.58	\$ 66.69	\$ 33.35
		3-9		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		10 - 16		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		10 - 16	OT	0.5	Billed at Regular time	\$ 119.89	\$ 186.58	\$ 66.69	\$ 33.35

Prevailing Wage Differential Analysis

AECOM # 60180715.1

Project PW03-19 City of Oxnard
STEVE CERTUCHE, AECOM Water Division

BILLING PERIOD		HOURS WORKED PW		AS BILLED		Billed Rate	Correct Rate	Rate Variance Per Hour	Total Due Per Week
YEAR	MONTH	WEEK	OFFICE	INSPECTION	OFFICE				
2011	OCT	17 - 23	OT	7		\$ 119.89	\$ 186.58	\$ 66.69	\$ 466.83
		17 - 23		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		24 - 30	OT	1.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 100.04
		24 - 30		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		1 - 7		36		\$ 119.89	\$ 138.53	\$ 18.64	\$ 671.04
		1 - 7	OT	1.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 100.04
		1 - 7		4		\$ 97.59	\$ 97.59	\$ -	\$ -
		8 - 14		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		15 - 21		24		\$ 119.89	\$ 138.53	\$ 18.64	\$ 447.36
		15 - 21	OT	0.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 33.35
2011	NOV	22 - 28		36.5		\$ 119.89	\$ 138.53	\$ 18.64	\$ 680.36
		22 - 28	OT	1.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 100.04
		22 - 28		3.5		\$ 97.59	\$ 97.59	\$ -	\$ -
		10/29-11/4		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		5 - 11		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		5 - 11	OT	0.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 33.35
		12 - 18		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		19 - 25		24		\$ 119.89	\$ 138.53	\$ 18.64	\$ 447.36
		19 - 25	OT	2.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 166.73
		11/26-12/2		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60

Prevailing Wage Differential Analysis

AECOM # 60180715.1

Project PW03-19 City of Oxnard
STEVE CERTUCHE, AECOM Water Division

BILLING PERIOD		HOURS WORKED PW		AS BILLED		Billed Rate	Correct Rate	Rate Variance Per Hour	Total Due Per Week
YEAR	MONTH	WEEK	OFFICE	INSPECTION	OFFICE				
2012	JAN	11/26-12/2	OT	0.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 33.35
		3 - 9		24		\$ 119.89	\$ 138.53	\$ 18.64	\$ 447.36
		10 - 16		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		17 - 23		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		17 - 23	OT	2		\$ 119.89	\$ 186.58	\$ 66.69	\$ 133.38
		24 - 30		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		12/31-1/6		16		\$ 119.89	\$ 138.53	\$ 18.64	\$ 298.24
		12/31-1/6	OT	7		\$ 119.89	\$ 186.58	\$ 66.69	\$ 466.83
		12/31-1/6	OT	3		\$ 119.89	\$ 186.58	\$ 66.69	\$ 200.07
		7-13		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
2012	FEB	14 - 20		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		14 - 20	OT	1		\$ 119.89	\$ 186.58	\$ 66.69	\$ 66.69
		21 - 27		29		\$ 119.89	\$ 138.53	\$ 18.64	\$ 540.56
		1/28 - 2/3		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		4 - 10		34		\$ 119.89	\$ 138.53	\$ 18.64	\$ 633.76
		4 - 10	OT	1.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 100.04
		11 - 17		16		\$ 119.89	\$ 138.53	\$ 18.64	\$ 298.24
		18 - 24		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		18 - 24	OT	3.5		\$ 119.89	\$ 186.58	\$ 66.69	\$ 233.42
						\$ 119.89	\$ 186.58	\$ 66.69	\$ 233.42

ATTACHMENT

PAGE 11 OF 14

Prevailing Wage Differential Analysis

Project PW03-19 City of Oxnard

AECOM # 60180715.1

STEVE CERTUCHE, AECOM Water Division

BILLING PERIOD		HOURS WORKED PW		AS BILLED		Billed Rate	Correct Rate	Rate Variance Per Hour	Total Due Per Week
YEAR	MONTH	WEEK	OFFICE	INSPECTION	COMMENTS				
2012	MARCH	2/25 - 3/2		34.5		\$ 119.89	\$ 138.53	\$ 18.64	\$ 643.08
		3 - 9		40		\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
		10 - 16		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		17 - 23		40	Billed in August as week ending 3/23	\$ 119.89	\$ 138.53	\$ 18.64	\$ 745.60
2012	APRIL	17 - 23	OT	3	Billed as regular time s/b OT	\$ 119.89	\$ 186.58	\$ 66.69	\$ 200.07
		24 - 30		24		\$ 119.89	\$ 138.53	\$ 18.64	\$ 447.36
		3/31 - 4/6		32		\$ 119.89	\$ 138.53	\$ 18.64	\$ 596.48
		3/31 - 4/6	OT	2	Billed as regular	\$ 119.89	\$ 186.58	\$ 66.69	\$ 133.38
2012	MAY	7 - 13		0		\$ -	\$ -	\$ -	\$ -
		14 - 20		1.5		\$ 119.89	\$ 138.53	\$ 18.64	\$ 27.96
		21 - 27		0		\$ 119.89	\$ 138.53	\$ 18.64	\$ -
		4/28 - 5/4		0		\$ -	\$ -	\$ -	\$ -
2012	JUNE	5 - 11		0		\$ -	\$ -	\$ -	\$ -
		12 - 18		0		\$ -	\$ -	\$ -	\$ -
		19 - 25		0		\$ -	\$ -	\$ -	\$ -
		5/26 - 6/1		0		\$ -	\$ -	\$ -	\$ -
2012	JUNE	2 - 8		8		\$ -	\$ -	\$ -	\$ -
		9 - 15		0	Billed for week ending 6/8	\$ 119.89	\$ 138.53	\$ 18.64	\$ 149.12

Prevailing Wage Differential Analysis

AECOM # 60180715.1

Project PW03-19 City of Oxnard
STEVE CERTUCHE, AECOM Water Division

BILLING PERIOD		HOURS WORKED PW		AS BILLED		Billed Rate	Correct Rate	Rate Variance Per Hour	Total Due Per Week
YEAR	MONTH	WEEK	OFFICE	INSPECTION	COMMENTS				
		16 - 22 23 - 29		16 0		\$ 119.89	\$ 138.53	\$ 18.64	\$ 298.24
2012	JULY	6/30 - 7/6 7 - 13 14 - 20		11 32 32		\$ 119.89 \$ 119.89 \$ 119.89	\$ 138.53 \$ 138.53 \$ 138.53	\$ 18.64 \$ 18.64 \$ 18.64	\$ 205.04 \$ 596.48 \$ 596.48
		14 - 20 21 - 27		2 11.5	Billed as regular	\$ 119.89 \$ 119.89	\$ 186.58 \$ 138.53	\$ 66.69 \$ 18.64	\$ 133.38 \$ 214.36
2012	AUGUST	7/28 - 8/3		14.5		\$ 119.89	\$ 138.53	\$ 18.64	\$ 270.28
		7/28 - 8/3 4 - 10 11 - 17 18 - 24		0.5 14 18.5 16	Billed as regular	\$ 119.89 \$ 119.89 \$ 119.89 \$ 119.89	\$ 186.58 \$ 138.53 \$ 138.53 \$ 138.53	\$ 66.69 \$ 18.64 \$ 18.64 \$ 18.64	\$ 33.35 \$ 260.96 \$ 344.84 \$ 298.24
2012	SEPT	8/25 - 8/31 9/1 - 9/7 8 - 14		14 23 12		\$ 119.89 \$ 119.89 \$ 119.89	\$ 138.53 \$ 138.53 \$ 138.53	\$ 18.64 \$ 18.64 \$ 18.64	\$ 260.96 \$ 428.72 \$ 223.68
		15 - 21 22 - 28		6 6		\$ 119.89 \$ 119.89	\$ 138.53 \$ 138.53	\$ 18.64 \$ 18.64	\$ 111.84 \$ 111.84
2012	OCT	9/29 - 10/5 6 - 12 13 - 19 20 - 26		20 35 12 28		\$ 119.89 \$ 119.89 \$ 119.89 \$ 119.89	\$ 138.53 \$ 138.53 \$ 138.53 \$ 138.53	\$ 18.64 \$ 18.64 \$ 18.64 \$ 18.64	\$ 372.80 \$ 652.40 \$ 223.68 \$ 521.92

Prevailing Wage Differential Analysis

Project PW03-19 City of Oxnard

AECOM # 60180715.1

STEVE CERTUCHE, AECOM Water Division

BILLING PERIOD		HOURS WORKED PW		AS BILLED		Billed Rate	Correct Rate	Rate Variance Per Hour	Total Due Per Week
YEAR	MONTH	WEEK	OFFICE	INSPECTION	COMMENTS				
		20 - 26		4	Labor adjustment week ending 10/19. Billed week ending 10/26.	\$ 119.89	\$ 138.53	\$ 18.64	\$ 74.56
		20 - 26		3	Labor adjustment week ending 10/19. Billed week ending 10/26.	\$ 119.89	\$ 186.58	\$ 66.69	\$ 200.07
2012	NOV	10/27 - 11/2	14			\$ 119.89	\$ 97.59	\$ (22.30)	\$ (312.20)
		3 - 9	2			\$ 119.89	\$ 97.59	\$ (22.30)	\$ (44.60)
		10 - 16	0				\$ -	\$ -	\$ -
		17 - 23	7		Billed as Roadway Inspector s/b Office Engineer	\$ 119.89	\$ 97.59	\$ (22.30)	\$ (156.10)
Totals			30.5	1758.5	23	1766			\$ 34,860.24

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

Prepared By: Ashley Golden, Interim Planning Manager Agenda Item No. 5-5

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

DATE: March 26, 2014

TO: City Council

FROM: [Signature] Ashley Golden, Interim Planning Manager
Development Services Department

SUBJECT: **Planning & Zoning Permit No. 08-300-05 (Final Map for Tract 5796), The Colonial House Mixed-Use Project, Located at 705 N. Oxnard Boulevard (southwest corner of Oxnard Boulevard and Roderick Avenue). Filed by Caleb Roope on behalf of Oxnard Pacific Associates.**

RECOMMENDATION

That City Council adopt a resolution approving Planning & Zoning Permit No. 08-300-05 (Final Map for Tract 5796) to create a single lot map for condominium purposes, for the Colonial House Mixed-Use Project (44 affordable residential apartments and seven (7) commercial condominium spaces), located at 705 N. Oxnard Boulevard.

DISCUSSION

The map is part of the Colonial House Mixed-Use project consisting of 44 affordable apartments, approximately 14,500 square feet of commercial space and a parking garage. On September 4, 2008, the Planning Commission adopted Resolution No. 2008-54, recommending to the City Council approval of a tentative parcel map (Planning & Zoning Permit No. 08-300-05) to merge three legal lots totaling 2.18 acres into one parcel for condominium purposes. On September 23, 2008, the City Council approved Resolution No. 13,556 approving the tentative map.

The approval of a parcel map is ministerial if the final map substantially conforms to the approved tentative map and the developer has satisfied the conditions of approval attached to the tentative map. The Development Services Department has issued a Verification of Status form indicating that the Final Map, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously-approved tentative map. The proposed Final Map is also consistent with the 2030 General Plan, as well as Planning Commission Resolution No. 2008-54 for the tentative map.

The map must be signed by the City, subject to the City Council's authorizing the Mayor to do so, as a beneficiary under deeds of trust recorded June 26, 2012 (Recorder Nos. 2012062-00112188 and 20120626-00112189). Said trust deeds were recorded as security instruments for an affordable housing loan agreement (A-7399) in the amount of \$4,200,000 between the City of Oxnard and Pacific West Communities, Inc.

FINANCIAL IMPACT

None.

Attachment #1 – Resolution (Final Map approval)
#2 – Location Map
#3 – Reduced Tract Map No. 5796
#4 – Verification of Status Form

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 08-300-05, A FINAL MAP FOR TRACT NO. 5796 TO CREATE A SINGLE LOT MAP FOR CONDOMINIUM PURPOSES, TO ACCOMMODATE 44 AFFORDABLE RESIDENTIAL APARTMENTS AND SEVEN (7) CONDOMINIUM COMMERCIAL SPACES TOTALING 14,500 SQUARE FEET, FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OXNARD BLVD AND RODERICK AVENUE AND ADDRESSED AT 705 N. OXNARD BOULEVARD, AND KNOWN AS THE COLONIAL HOUSE MIXED-USE PROJECT, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY CALEB ROOPE ON BEHALF OF OXNARD PACIFIC ASSOCIATES.

WHEREAS, Tentative Map for Tract No. 5796 (Planning & Zoning Permit No. 08-300-05) to create a single lot map for condominium purposes totaling 2.18-acres, located at the southwest corner of Oxnard Boulevard and Roderick Avenue and East, filed by Aldersgate Investments, LLC, was recommended for approval by Planning Commission Resolution No. 2008-54, and approved by City Council Resolution No. 13,556, subject to certain conditions; and

WHEREAS, the Final Map for such subdivision has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision; and

WHEREAS, the Final Map is exempt as ministerial under the California Environmental Quality Act, according to City Council Resolution No. 10,851 and Section 15268 of the State CEQA Guidelines.

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

1. Planning & Zoning Permit No. 08-300-5 (Final Map for Tract No. 5796) is approved, subject to the conditions set forth in Planning Commission Resolution No. 2008-54 and City Council Resolution No. 13,556 for the Tentative Map, incorporated herein by reference.
2. The City Council finds that the Final Map is consistent with the General Plan as adopted, and is in substantial compliance with the previously approved tentative parcel map.

3. The Subdivision Improvement Agreement is approved and the Mayor is authorized to execute such Agreement.
4. All offers of dedication shown on such map are accepted subject to improvement.
5. The Mayor is authorized to sign Final Tract Map 5796 on behalf of the City of Oxnard as beneficiary under deeds of trust recorded June 26, 2012, as Recorder Nos. 20120626-00112188 and 20120626-00112189. Said trust deeds having been recorded as security instruments for that certain affordable housing loan agreement (A-7399) in the amount of \$4,200,000 between the City of Oxnard and Pacific West Communities, Inc.

PASSED AND ADOPTED this 15th day of April 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

Vicinity Map



Vicinity Map

0 0.5 1 1.5 2 Miles

CITY OF
OXNARD
CALIFORNIA
Oxnard Planning
April 7, 2014

PZ 08-300-05
Location: 705 N Oxnard Blvd
APN: 200025230
Colonial House Mixed Use

ATTACHMENT 2
PAGE 1 OF 1

1:70,000

NO. OF LOTS: 1 (FOR
CONDOMINIUM PURPOSES)
GROSS AREA = 2.187 ACRES
DATE OF SURVEY:
MARCH 2012

TRACT NO. 5796

SHEET 1 OF 4 SHEETS
4

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 19, RANCHO EL RIO DE SANTA CLARA O' LA
COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER
PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY.
MARCH 2012 JAMES L. GARVIN, P.L.S. 6343

FOR CONDOMINIUM PURPOSES
HUITT-ZOLIARS

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, RECORD HOLDERS OF SECURITY INTERESTS THEREIN, OR ARE INTERESTED IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED "TRACT NO. 5796", SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE AND THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES, AND THAT THEY DEDICATE TO THE CITY OF OXNARD:

1. ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY;
2. THE EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON THIS MAP.

BY: OXNARD PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP
BY: TPC HOLDINGS III, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY,
ITS ADMINISTRATIVE GENERAL PARTNER

NAME: Calvin Rogers
TITLE: General Partner
NOTE: SEE SHEET 3 FOR ADDITIONAL OXNARD PACIFIC ASSOCIATES
SIGNATURE

NAME: _____
TITLE: _____

BY: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 26, 2012 AS INSTRUMENT NO. 20120626-00112185 OF OFFICIAL RECORDS, AND BY AN ASSIGNMENT RECORDED JUNE 26, 2012 AS INSTRUMENT NO. 20120626-00112186 OF OFFICIAL RECORDS

NAME: Daniel Martinez
TITLE: Assistant Vice President

NAME: David A. Smith
TITLE: Vice President

BY: CITY OF OXNARD, A PUBLIC BODY, CORPORATE AND POLITICAL, AS BENEFICIARY UNDER DEEDS OF TRUST RECORDED JUNE 26, 2012 AS INSTRUMENT NOS. 20120626-00112188 AND 20120626-00112189, BOTH OF OFFICIAL RECORDS.

NAME: _____
TITLE: _____

NAME: _____
TITLE: _____

NOTE: SEE SHEET 3 FOR ADDITIONAL BENEFICIARY SIGNATURE

CITY COUNCIL'S CERTIFICATE

THIS MAP ENTITLED "TRACT NO. 5796" CONSISTING OF 4 SHEETS IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD, VENTURA COUNTY, CALIFORNIA AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____, FOR APPROVAL SAID COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY ACCEPT THE WATER RIGHTS AND THE EASEMENT FOR SIDEWALKS, AS OFFERED HEREON, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD TO BE AFFIXED HERETO THIS _____ DAY OF _____, 20____.

DANIEL MARTINEZ
CITY CLERK OF THE CITY OF OXNARD

TIM FLYNN
MAYOR OF THE CITY OF OXNARD

CITY TREASURER'S CERTIFICATE

I, DANIELLE M. NAVAS, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST "TRACT NO. 5796" OR ANY PART THEREOF FOR UNPAID MUNICIPAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20____.

CITY TREASURER OF THE CITY OF OXNARD

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66439 (d)(3)(A)(i)-(iii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE

1. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES RECORDED MARCH 27, 1953, IN BOOK 1124, PAGE 549, OF OFFICIAL RECORDS.

NOTE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS
SEE SHEET 3 FOR ADDITIONAL NOTARY ACKNOWLEDGEMENTS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF OXNARD PACIFIC ASSOCIATES IN MAY 2010. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET AT SUCH POSITIONS WITHIN ONE YEAR OF RECORDATION OF THIS MAP AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

JAMES L. GARVIN, P.L.S. 6343
MY REGISTRATION EXPIRES: 12/31/2014

8-22-2013
DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF DIVISION 2 OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

JAMES P. FALLON
CITY SURVEYOR
P.L.S. 7807

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

SOHRAB ROSHANIAN
CITY ENGINEER
R.C.E. 61083

DATE

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 20____.

STEPHEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ IN BOOK _____ OF MISCELLANEOUS RECORDS (MAPS), AT PAGES _____, AT THE REQUEST OF OXNARD PACIFIC ASSOCIATES.

MARK A. LARIN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

NO. OF LOTS: 1 (FOR
CONDOMINIUM PURPOSES)

GROSS AREA = 2.187 ACRES

DATE OF SURVEY:
MARCH, 2012

TRACT NO. 5796

SHEET 2 OF 7 SHEETS
4

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 19, RANCHO EL RIO DE SANTA CLARA O' LA
COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER
PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY,
MARCH, 2012

JAMES L. GARVIN, P.L.S. 6349

FOR CONDOMINIUM PURPOSES

HUITT-ZOLIARS

NOTARY ACKNOWLEDGEMENTS

OXNARD PACIFIC ASSOCIATES

STATE OF OREGON

COUNTY OF ADA

ON SEPTEMBER 16, 2013 BEFORE ME, BEVIN VAN DOORE

PERSONALLY APPEARED CAIGR TRODE

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE [Signature]

MY PRINCIPAL PLACE OF BUSINESS IS IN

ADA COUNTY

MY COMMISSION NO. 32157

PRINT NAME BEVIN VAN DOORE

MY COMMISSION EXPIRES 3/26/2015

WELLS FARGO BANK, NATIONAL ASSOCIATION

STATE OF OREGON

COUNTY OF MULTNOMAH

ON SEPTEMBER 18, 2013 BEFORE ME, JESSE GAYOMALI

PERSONALLY APPEARED DENISE BOHROT AND DAVIN ZOBIN

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE [Signature]

MY PRINCIPAL PLACE OF BUSINESS IS IN

MULTNOMAH COUNTY

MY COMMISSION NO. 466999

PRINT NAME JESSE GAYOMALI

MY COMMISSION EXPIRES 3/28/16

CITY OF OXNARD

STATE OF CALIFORNIA

COUNTY OF VENTURA

ON _____ BEFORE ME,

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN

_____ COUNTY

MY COMMISSION NO. _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

EASEMENT NOTES

- (1) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 27, 1953, IN BOOK 1124, PAGE 349, OF OFFICIAL RECORDS.
- (A) AN EASEMENT FOR SIDEWALK PURPOSES DEDICATED TO THE CITY OF OXNARD HEREON.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF "A" STREET
BEING NORTH 00°04'00" EAST PER 20 P.M. 82.

REFERENCES

- R1 - PARCEL MAP 75-18, 20 P.M. 82
- R2 - 6 R.S. 49
- R3 - GRANT DEED RECORDED 6-29-2008, INST. NO. 20080529-00084384-0, O.R.

MONUMENT NOTES

- ⊙ INDICATES MONUMENT FOUND AS NOTED.
- INDICATES SET 2" IRON PIPE AND TAG, "PLS 6343", OR LEAD, TACK & TAG, "PLS 6343" OR SPIKE & WASHER, STAMPED "PLS 6343", UNLESS OTHERWISE NOTED.

CORNER RECORDS WILL BE FILED WITH THE VENTURA COUNTY SURVEYOR'S
OFFICE SHOWING THE DEPTH OF THE SUBSURFACE MONUMENT (2" IRON
PIPE & TAG) AND THE CHARACTER AND DIMENSION OF CENTERLINE TIES
FOR EACH OF THE WELL MONUMENTS TO BE RESET.

19-0105-02 7

NO. OF LOTS : 1 (FOR
CONDOMINIUM PURPOSES)

GROSS AREA = 2.187 ACRES

DATE OF SURVEY:
MARCH, 2012

TRACT NO. 5796

SHEET 3 OF 4 SHEETS

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 19, RANCHO EL RIO DE SANTA CLARA O' LA
COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER
PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY.

MARCH, 2012

JAMES L. GARVIN, P.L.S. 6343

FOR CONDOMINIUM PURPOSES
HUITT-ZOLIARS

OWNER'S STATEMENT (CONTINUED)

BY: OXNARD PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

BY: CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, A CALIFORNIA
NONPROFIT PUBLIC BENEFIT CORPORATION, ITS MANAGING GENERAL PARTNER

Christina Alley
NAME: Christina Alley
TITLE: Chief Executive Officer

Jennifer Bertuccio
NAME: Jennifer Bertuccio
TITLE: Secretary

BY: CALIFORNIA COMMUNITY REINVESTMENT CORPORATION, A CALIFORNIA NONPROFIT
PUBLIC BENEFIT CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 26,
2012 AS INSTRUMENT NO. 20120626-001121190 OF OFFICIAL RECORDS.

Mary Kaiser
NAME: Mary Kaiser
TITLE: Board Member

Maria A. Manzinger
NAME: Maria A. Manzinger
TITLE: Secretary

NOTARY ACKNOWLEDGEMENTS (CONTINUED)

CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING

STATE OF California
COUNTY OF Merced

ON March 4, 2014 BEFORE ME Chelsey Alley, Notary Public

PERSONALLY APPEARED Christina Alley and Jennifer Bertuccio

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) is/are SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT he/she/they EXECUTED THE SAME IN his/her/their AUTHORIZED
CAPACITY(IES), AND THAT BY his/her/their SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Chelsey Alley

MY PRINCIPAL PLACE OF BUSINESS IS IN
Merced COUNTY

PRINT NAME Chelsey Alley

MY COMMISSION NO. 1961012
MY COMMISSION EXPIRES Nov. 19, 2015

CALIFORNIA COMMUNITY REINVESTMENT CORPORATION

STATE OF California
COUNTY OF Los Angeles

ON March 6, 2014 BEFORE ME Christine Wong Lew, Notary Public

PERSONALLY APPEARED MARY KAISER AND MARIA A. MANZINGER

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) is/are SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT he/she/they EXECUTED THE SAME IN his/her/their AUTHORIZED
CAPACITY(IES), AND THAT BY his/her/their SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Christine Wong Lew

MY PRINCIPAL PLACE OF BUSINESS IS IN
Los Angeles COUNTY

PRINT NAME Christine Wong Lew

MY COMMISSION NO. 1987663
MY COMMISSION EXPIRES Oct. 10, 2014

18-0105-02 3

ATTACHMENT 3
PAGE 3 OF 4

NO. OF LOTS : 1 (FOR
CONDOMINIUM PURPOSES)

GROSS AREA = 2.187 ACRES

DATE OF SURVEY:
MARCH, 2012

TRACT NO. 5796

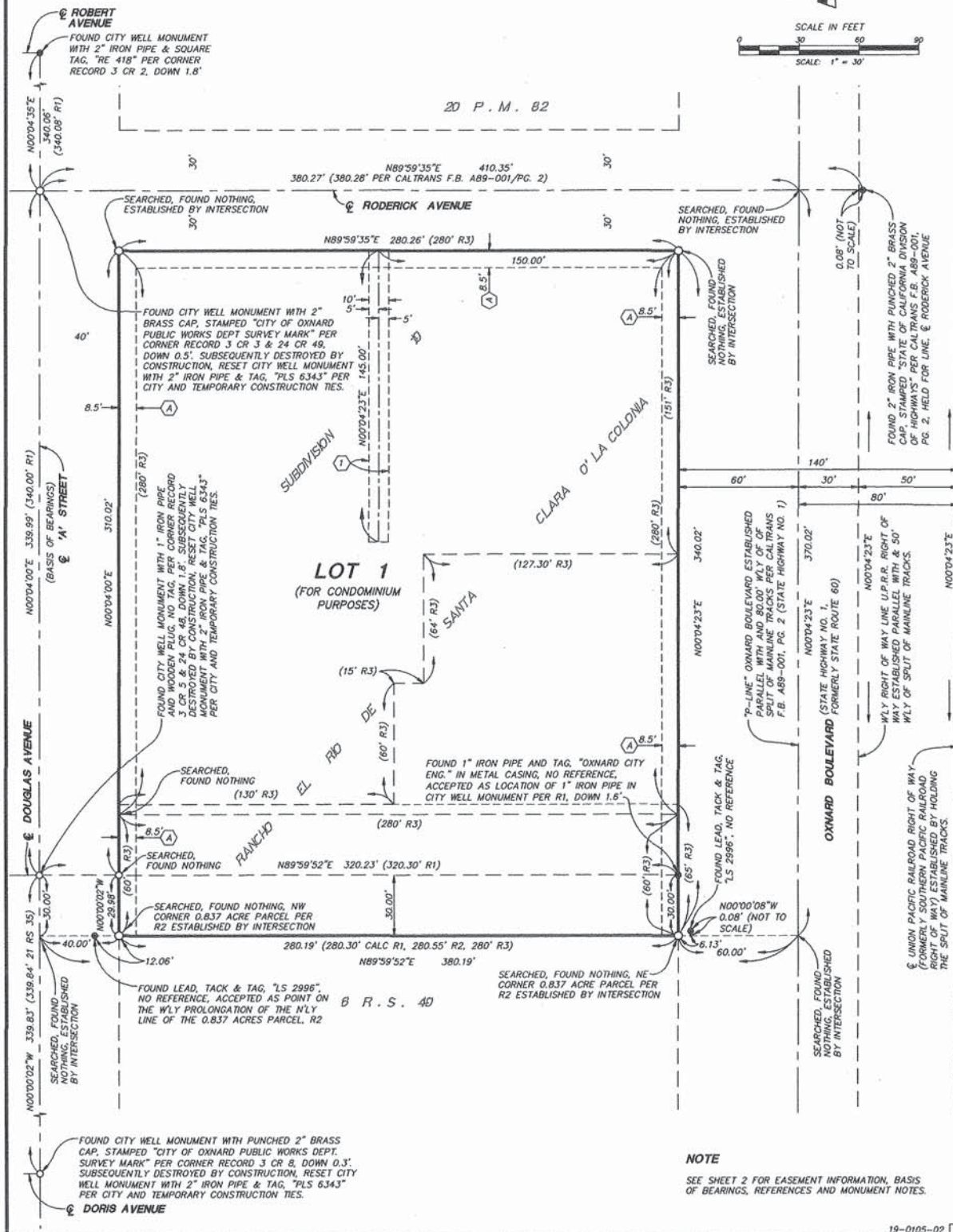
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
A PORTION OF SUBDIVISION 19, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY
OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE
OFFICE OF THE COUNTY CLERK OF SAID COUNTY.

MARCH, 2012

JAMES L. GARVIN, P.L.S. 6343

FOR CONDOMINIUM PURPOSES
HUITT-ZOLLARS

SHEET 4 OF 4 SHEETS



NOTE

SEE SHEET 2 FOR EASEMENT INFORMATION, BASIS
OF BEARINGS, REFERENCES AND MONUMENT NOTES.

19-0105-02 4

ATTACHMENT 3
PAGE 4 OF 4

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Tract Map Number 5796

Project Location:

Southwest Corner of Roderick Ave and Oxnard Blvd

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE:

3-13-14

A handwritten signature in black ink, appearing to read "Paul J. Wendt". The signature is written over a horizontal line.

Paul J. Wendt, Supervising Civil Engineer
Building and Engineering Division



Meeting Date: 04/08/2014

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. 5-6Reviewed By: City Manager *MB* City Attorney *SMF* Finance *DL* Other (Specify) _____**DATE:** March 19, 2014**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department**SUBJECT:** Third Amendment to Ground Lease with Continuing Development, Incorporated
(Agreement No. A-5935)**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Third Amendment to Ground Lease with Continuing Development, Incorporated (CDI) for the use of land at Colonia Park for Green Valley Children's Center.

DISCUSSION

On February 13, 2001, the City Council approved a ground lease with CDI allowing CDI to use a portion of Colonia Park on which to locate a child care center. CDI, a California nonprofit corporation, with a 40 year history of providing high quality child care programs for infant, preschool and school age children in Ventura County, currently operates eight (8) centers in Oxnard.

The purpose of this Third Amendment to Ground Lease is to extend the lease for an additional three (3) years, with the term commencing on February 13, 2001 and terminating on February 12, 2017.

FINANCIAL IMPACT

There is no financial impact as a result of this amendment. Rent amount per year is \$1.00 for the use of the land.

RB

Attachment #1 - Third Amendment to Original Ground Agreement
Attachment #2 - Original Ground Lease Agreement with Amendments

**THIRD AMENDMENT TO
GROUND LEASE
LAND/IMPROVEMENTS**

This Third Amendment to Ground Lease Land/Improvement ("Lease") is made and entered into in the County of Ventura, State of California, this 13th day of February, 2014, by and between the City of Oxnard, a municipal corporation ("Lessor"), and Continuing Development, Incorporated, a non-profit corporation ("Lessee"). This Third Amendment amends the Lease entered into on February 13, 2001, by Lessor and Lessee. The Lease previously has been amended on January 8, 2002, by a First Amendment, on March 08, 2011, by a Second Amendment.

Lessor and Lessee agree as follows:

1. Paragraph 3 of the Lease shall be amended to read as follows:

"3. Term

The term of this Lease shall be for a period of sixteen years, commencing on February 13, 2001 and terminating on February 12, 2017."

2. As so amended, the Lease remains in full force and effect.

CITY OF OXNARD

CONTINUING DEVELOPMENT, INC.

Tim Flynn, Mayor



Carol Anderson, President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

ATTACHMENT NO. 1
PAGE 1 OF 1

**GROUND LEASE
LAND/IMPROVEMENTS**

This Ground Lease ("Lease") is made and entered into in the County of Ventura, State of California on this 13th day of February, 2001 by and between the City of Oxnard, a municipal corporation ("Lessor"), and Continuing Development, Incorporated, a nonprofit corporation ("Lessee"), upon the following terms and conditions:

1. Description of Property

a. Lessor hereby leases to Lessee the use of 17,500 square feet of outdoor area at Colonia Park as more particularly described in Exhibit A, attached hereto and incorporated herein in full by this reference ("Land").

b. This Lease confers no benefits or privileges with respect to property in the public park, other than the Land. The Lessee 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.

2. Improvements

a. The Lessee will construct improvements on the Land ("the Improvements"). The Improvements are two modular child care facilities, playground equipment, and fixtures, as more particularly described on Exhibit B, attached hereto and incorporated herein in full by this reference.

b. The Improvements will be constructed in accordance with all City codes and standards.

c. The Lessee shall obtain, at the Lessee's expense, all permits and entitlements required by the City or any other agency in connection with construction of the Improvements.

d. The plans for the Improvements must be approved in accordance with customary City procedures.

e. The Improvements shall be complete, and the Lessee shall have received a certificate of occupancy, no later than October 1, 2001, or the Lessee shall be deemed to have committed an event of default under this Lease, as described in Section 26. Lessor shall be entitled to exercise all remedies available under Section 26 and by law. Nothing in this Lease obligates Lessor to issue a certificate of occupancy or to otherwise exercise its police power in any particular manner.

f. The terms of this Lease will govern the use, operation and transfer of the Improvements and the exercise of the Lessee's and the Lessor's rights with respect thereto. On

termination of this Lease by the expiration of the Lease term, or after ten years, or by default of Lessee, or for any reason, title to all Improvements will pass in fee simple absolute from the Lessee to the Lessor without compensation to the Lessee or the requirement of any additional action by the Lessor or the Lessee.

3. Term

The term of this Lease shall be for ten years commencing on February 13, 2001, and expiring on February 12, 2011, unless sooner terminated as herein provided.

4. Use

a. Improvements shall be used for a child care center with at least 90% of the children served being certified as eligible for State and/or federal subsidized programs. Eligibility shall be in accordance with Education Code sections 8235 and 8263. Fee schedules and eligible family income levels for 2000-2001 are more particularly described in Exhibit C, attached hereto and incorporated herein in full by this reference.

b. Notwithstanding any other provision in this Lease, City shall have the right, subject to the limitations in this subsection 4.b., to use the Land and Improvements for public meetings, City business, and, or recreational purposes organized or carried on by Lessor, at any time during which child care operations are not being carried on by Lessee. Lessor shall be responsible for any costs associated with the use, including but not limited to, maintenance, utilities, security, and clean up. When requested by Lessor, Lessee will provide to Lessor a schedule showing Lessee's anticipated hours of operation for a three month period. Lessor and Lessee. Thereafter, a schedule shall be provided when hours of operation change. Lessor shall provide Lessee within twenty-four hours advance notice of any intent of Lessor to use the Land and Improvements.

c. Lessee shall not discriminate against children, persons, or families because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

5. Rent

a. Lessee agrees to pay to Lessor as "Rent" \$1.00 per year for the use of the Land payable on or before the first day of each year during the term of the Lease.

b. The Rent shall not be increased during the term of the Lease.

6. Utilities

a. Lessee shall pay for and furnish the following utilities for the Land and Improvements: water, gas, wastewater, solid waste, electric, heating and air conditioning suitable for the comfortable use and occupancy of the Land and Improvements. Lessee shall make payments directly to the utility company furnishing the services.

b. Lessee shall construct and maintain, at its sole cost, proper connections with any and all water, gas, wastewater, solid waste, and electric lines.

c. Lessee shall pay for, furnish, and maintain all telephone and alarm services on and serving the Land during the term of this Lease.

7. Possession

Lessee shall have the right to possess the Land on February 13, 2001.

8. Mechanic's Lien

Lessee shall maintain the Land and Improvements free from any lien arising out of any work performed on the Land for material and labor furnished to the Land or for any obligation incurred by Lessee.

9. Indemnity

a. Lessee agrees to indemnify, hold harmless and defend Lessor, its City Council and each member thereof, and every officer, employee, representative or agent of Lessor from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the negligent acts or omissions of Lessee, its agents, employees, and subcontractors while Lessee is performing under this Lease, or from the use of the Land and Improvements by Lessee, its agents, employees, and subcontractors except in cases of sole negligence on the part of Lessor, its City Council and each member thereof, and every officer, agent, employee, or subcontractor of Lessor.

b. Lessor agrees to indemnify, hold harmless and defend Lessee, and every officer, employee, representative or agent of Lessee, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the sole wrongful or negligent acts or omissions of Lessor, its City Council and each member thereof, and every officer, agent and employee of Lessor while Lessee is performing under this Lease, or from the Lessor's failure to personally maintain and repair areas not part of the Land and under the control of the Lessor or its officers, employees, agents or subcontractors.

10. Insurance

a. Lessee shall obtain and maintain during the term of this Lease the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirements that Lessee obtain and maintain such insurance coverages.

b. Lessee shall, prior to the use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-N.

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

11. Maintenance and Repair

a. Throughout the term of the Lease, Lessee 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 sole expense of Lessee, and Lessor will not be required to maintain, alter, repair, rebuild or replace all or any part of the Land or the Improvements in any way, or to suffer any expense on account of any such actions. Lessee expressly waives any right to make repairs at the expense of the Lessor which might be provided for in any law now or hereafter in effect.

b. Lessor reserves the right to inspect the Land and the Improvements on a semi-annual basis to ensure preventative and routine maintenance of the Land and the Improvements are being performed in an acceptable manner.

c. Lessee shall be responsible for any capital improvements on the Land during the term of the Lease.

12. Taxes and Assessments

Lessee shall pay all real property and possessory interest taxes and assessments levied or assessed against the Land and Improvements or Lessee's interest in and occupancy of the Land and Improvements.

13. Assignment -- Subletting

Lessee shall not sublease the Land and Improvements or any part thereof, nor shall Lessee assign any interest in this Lease without first obtaining the written consent of Lessor. Lessor will not unreasonably withhold Lessor's consent, however, no use other than the use described in this subsection 4.a. shall be permitted, and Lessor shall not be under any obligation to consent to a sublease or assignment to any entity other than a non-profit entity with financial strength and operational capabilities at least equivalent to those of Lessee. Assignment for purposes of this Lease means, in addition to the assignment of all or any interest in this Lease, any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby 20 percent or more of the ownership or membership interests in Lessee, or

in any parent company of Lessee, pursuant to which control of Lessee will change or be subject to change. As used herein, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Lessee. Lessor's consent to any assignment, subletting, occupation or use by persons other than Lessee shall not be deemed to be a consent to any subsequent assignment, subletting, or grant of permission for use.

14. Entry by Lessor

Lessee shall permit Lessor, its agents or employees to enter into and upon the Land and Improvements at all reasonable times for the purpose of inspections of any portion of the Property. Lessor agrees that such right of entry shall not be exercised in such a manner as to unreasonably interfere with any services or activities conducted by the Lessee on the Land and Improvements.

15. Waiver

A waiver by Lessor of any default by Lessee in the performance of any covenant, term or condition of the Lease shall not constitute or be deemed a waiver of any subsequent or other default.

16. Notices

Except as otherwise provided, any communication between Lessor and Lessee and notices provided for herein shall be given in writing by personal delivery or mail:

To Lessor:	City of Oxnard Facilities Maintenance Supervisor 1060 Pacific Avenue, Building 3 Oxnard, CA 93030
To Lessee:	Continuing Development, Incorporated Vernon A. Plaskett, Chairman 851 East Hamilton Avenue, Suite 200 Campbell, CA 95008-0600

17. Holding Over

After expiration of this Lease, holding over by Lessee, with or without consent of Lessor, shall be deemed as a tenancy from month-to-month subject to all the terms and conditions herein provided.

18. Destruction of Improvements

a. If the Improvements are damaged or destroyed during the term of the Lease, Lessee will as soon as practicable after the casualty restore the Improvements to substantially the

condition which existed immediately prior to such damage or destruction. Lessee will not be entitled to any offset or abatement in rent or to any termination or extension of the term of the Lease 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; however, failure of Lessee to restore the Improvements shall be an event of default under this Lease, which will entitle Lessor to exercise its remedies for default.

b. Lessee, at the Lessee's option, may continue the occupancy of the Land if the damage or destruction to the Land does not totally impair the Lessee's use of the Land.

c. Insurance proceeds shall be applied by Lessee to the payment of the costs of restoration as such costs are incurred by Lessee. Lessee shall not apply insurance proceeds to any use other than restoration of the Improvements or Land.

19. Governing Law

Lessor and Lessee agree that the construction and interpretation of this Lease and the rights and duties of the Lessor and Lessee hereunder shall be governed by the laws of the State of California.

20. Frustration of Purpose

At any time during the term of this Lease, if the governing body of any political subdivision having competent jurisdiction over the Land should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or substantial part of the Land for the purposes as provided in this Lease, Lessor agrees that Lessee may elect, within 120 days after the effective date of such ordinance, law or regulation, to cancel this Lease and surrender possession of the Land and all Improvements. Any such cancellation and surrender shall act to release and discharge Lessee from any further obligation under this Lease, and Lessee may move the Improvements, at Lessee's sole expense, to another location so long as this Lease has not expired, or ten years have passed as discussed in subsection 2f.

21. Condemnation

a. In case the whole of the Land or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessee or Lessor may terminate this Lease effective as of the date possession is required to be surrendered to such authority, and Lessee may move the Improvements, at Lessee's sole expense, to another location so long as this Lease has not expired, or ten years have passed as discussed in subsection 2f. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee except as provided below.

b. In the event the amount of the Land or the type of estate taken shall not

substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Land and Improvements to substantially their condition prior to such partial taking and the Lease shall remain in effect. In no event, however, shall Lessee be required to incur expense greater than compensation received by Lessor and in no event shall Lessor be required to expend funds prior to receipt of compensation.

22. Severability

Lessor and Lessee agree that the invalidity in whole or in part of any provision of this Lease shall not void or affect the validity of any other provision.

23. Expenses of Enforcement

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

24. Successors and Assigns

Lessor and Lessee agree that this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

25. Time of Essence

Lessor and Lessee agrees that time is of the essence in regard to performance of any of the terms or conditions of this Lease.

26. Default

In addition to the breach of any term or condition of this Lease, the occurrence of any of one or more of the following events shall constitute a default hereunder by Lessee:

a. The abandonment of the Land by Lessee. Abandonment is herein defined to include, but is not limited to, any absence by Lessee from the Land for five days or longer while in default of any provision of this Lease.

b. The failure by Lessee to make the payment of Rent, as and when due, where such failure shall continue for a period of three days after written notice thereof from Lessor to Lessee.

c. The failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Lessee, other than as specified in subsections a. and b. above, where such failure shall continue for a period of ten days after written notice thereof from Lessor to Lessee.

d. The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located on the Land or of Lessee's interest in this Lease, where possession is restored to Lessee within 30 days.

e. The attachment, execution or other judicial seizure of substantially all of Lessee's assets located on the Land or of Lessee's interest in this Lease, where such attachment, execution or seizure is not discharged within 30 days.

f. The failure by Lessee to observe or perform any express or implied covenants or provisions (including payment provisions) of any agreement with any third party for which the Improvements are security, or the breach of which could result in claims by the third party of title to an interest in the Improvements.

27. Remedies

In the event of any default by Lessee as defined herein, Lessor may exercise the following remedies:

a. With or without notice or process of law and using such force as is reasonably deemed necessary under the circumstances, and without terminating this Lease or otherwise relieving Lessee of any obligation hereunder in the absence of express written notice of Lessor's election to do so as set forth herein, Lessor may re-enter and take possession of the Land and of all property of Lessee, including the Improvements, or any other person which is located therein. Under no circumstances shall Lessor be held liable in damages or otherwise by reason of such proper re-entry or eviction, or by reason of the exercise by Lessor of any other remedy provided in this subparagraph.

b. Lessor may terminate this Lease by express written notice to Lessee of Lessor's election to do so. Such termination shall not relieve Lessee of any obligation hereunder which has accrued prior to the date of such termination.

c. Lessor may recover from Lessee, and Lessee shall pay to Lessor upon demand, such expenses as Lessor may incur in recovering possession of the Land, placing the same in good order and condition and altering or repairing the same for reletting, as well as all other expenses, leasing or real estate commissions and charges incurred by Lessor in exercising any remedy provided herein or as a result of any default by Lessee hereunder.

d. Lessor may exercise any remedy or right now or hereafter available to Lessor against a defaulting Lessee under the laws of the State of California and not otherwise specifically reserved herein.

e. Lessor shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any default by Lessee hereunder.

f. Any legal action by Lessor to enforce any obligation of Lessee or in pursuance of any remedy hereunder shall be deemed timely filed if commenced at any time prior to one year

after the expiration of the term hereof or prior to four years after the cause of action accrues, whichever period expires later.

g. Lessee hereby waives any right of redemption or relief from forfeiture in the event Lessee is evicted or Lessor takes possession of the Land by reason of any default by Lessee hereunder.

28. Amendment

Lessor and Lessee agree that the terms and conditions of this Lease may be reviewed or modified at any time. Any amendments to this Lease, however shall be effective only when agreed to in writing by both Lessor and Lessee.

29. Exhibits

The following exhibits form a part of this Lease and are incorporated herein by this reference.

- a. Description of the Land;
- b. Description of the Improvements;
- c. Description of Income Eligibility Requirements; and
- d. INS-N Insurance coverages.

30. Entire Agreement

Lessor and Lessee agree that this Lease constitutes the entire agreement of Lessor and Lessee regarding the subject matter described herein and supersedes all prior communications, agreements and promises either oral or written.

IN WITNESS WHEREOF, Lessor and Lessee each hereby represent that each has read this Lease, understands its, and hereby executes this Lease.

LESSOR AND LESSEE FURTHER ACKNOWLEDGE THAT EACH RECEIVED A COPY OF THIS LEASE AT THE TIME OF SIGNING SAME.

CITY OF OXNARD

CONTINUING DEVELOPMENT,
INCORPORATED

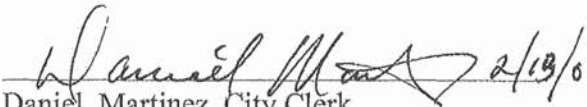


Dr. Manuel M. Lopez, Mayor



Doris C. Fredricks, President

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:

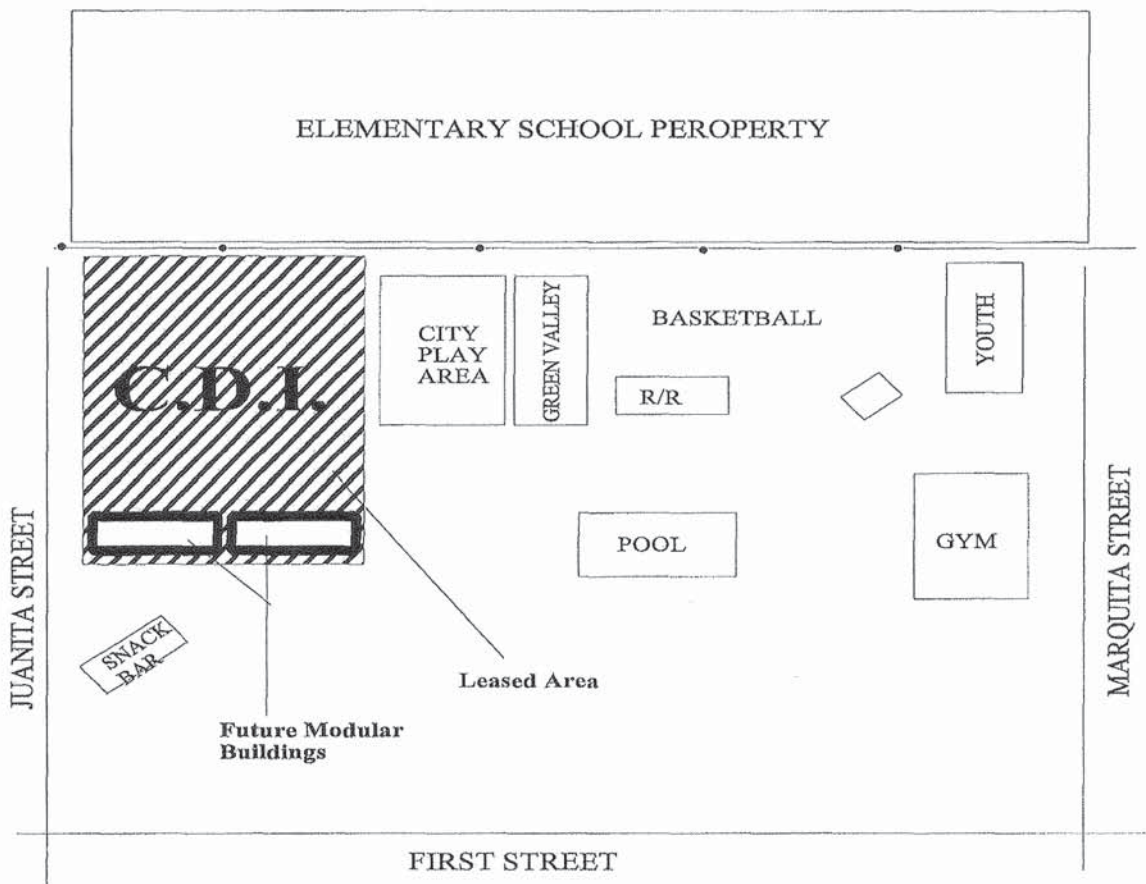

Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:


Stan Kleinman, Finance Director

Exhibit A

Leased area is located in North/West corner of Colonia Park. The area to be leased totals 17,500 square feet of outdoor area.



NOTE: Drawing not to scale



ATTACHMENT NO. 2
PAGE 11 OF 24

Exhibit B

Improvements

The Tenant Improvements to the Land will include the following: Two (2) prefabricated modular units with raised concrete foundations within in the area identified in Exhibit A hereto. The Tenant will also install landscaping, irrigation and make all necessary utility connections.

The Improvements, prefabricated modular units, the raised foundation, the landscaping/irrigation and utility connections will all be constructed in accordance within all City codes and standards.



California Department of Education – Child, Youth and Family Services Branch

Child Development Division

MANAGEMENT BULLETIN

Main Office Number: (916) 322-6233

Subject: INCOME CEILINGS FOR ADMISSION TO STATE PRESCHOOL PROGRAMS	No.: MB 00-12
Authority: <i>Education Code Sections 8235 and 8236, and California Code Of Regulations, Title 5, Section 18131</i>	Date: July 1, 2000
	Expires: June 30, 2001

ATTENTION: PROGRAM DIRECTORS OF STATE PRESCHOOL PROGRAMS

PURPOSE

The purpose of this Management Bulletin is to transmit the State Preschool Income Ceilings for use during the period July 1, 2000, through June 30, 2001. The Schedule of Income Ceilings will provide you with the income information in both monthly and yearly amounts to determine the eligibility of families for the State Preschool Program.

BACKGROUND

In accordance with *Education Code* Section 8235, the Superintendent of Public Instruction shall administer all state preschool programs in accordance with the funding priorities set forth in *Education Code* Section 8236. (Refer to your contract Funding Terms and Conditions for detail.) Section 18131 of Title 5 of the *California Code of Regulations* establishes enrollment priorities as follows:

- The first priority for services shall be given to child protective services children. Families with the lowest adjusted monthly income shall be admitted first. If the contractor is unable to enroll a child in this first priority, the contractor shall refer the child's parent or guardian to local resource and referral services so that services for the child can be located.
- After children in the first priority are served, the contractor shall give priority to eligible four-year-old children prior to serving eligible three-year-old children. Within these age groups, families with the lowest adjusted monthly income shall be admitted first. The contractor shall certify to the CDE that enrollment priority is being given to eligible four-year-old children. If

ATTACHMENT NO. 2
PAGE 13 OF 24

Income is the same, the contractor may establish the following priorities in an order determined by the contractor.

1. Children who are identified as limited English or non-English proficient.
2. Children with exceptional needs whose individualized Education Plan (IEP), as described in Section 5602 of the *Education Code* and Sections 3030 and 3031 of Title 5 of the *California Code of Regulations*, identifies a State Preschool program as being an appropriate placement during all or part of the state preschool day.
3. Children from families whose special circumstances may diminish the children's opportunities for normal development.
4. Children who range in age from three years-nine months to four years-nine months.

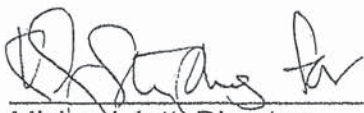
Also, in accordance with *Education Code*, Section 8237, a State Preschool Program contracting agency has 120 days prior to the first day of the new preschool year to certify eligibility and enroll families into its program.

Pursuant to *Education Code* Section 8263(f)(1), no fees shall be assessed for families whose children are enrolled in the State Preschool Program.

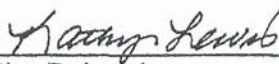
POLICY

Families whose income is equal to or less than the amount shown for the corresponding family size on the attached Schedule of Income Ceilings may be determined eligible for the State Preschool program. The income ceilings do not apply to families prioritized as recipients of child protective services.

Questions regarding this Management Bulletin may be addressed to your assigned consultant at the number indicated on the attached list.



Michael Jett, Director
Child Development Division



Kathy B. Lewis
Deputy Superintendent
Child, Youth and Family Services Branch

Attachments: Field Services Unit Consultant Assignments

**SCHEDULE OF INCOME CEILINGS
FOR THE
STATE PRESCHOOL PROGRAM
Effective 7/1/2000 – 6/30/2001**

<u>Number of Persons in the Family</u>	<u>Family Income</u>	
	<u>Monthly</u>	<u>Yearly</u>
1-2	\$2,519	\$30,228
3	\$2,886	\$34,632
4	\$3,137	\$37,644
5	\$3,292	\$39,504
6	\$3,432	\$41,184
7	\$3,510	\$42,120
8	\$3,588	\$43,056
9	\$3,666	\$43,992
10	\$3,744	\$44,928
11	\$3,822	\$45,864
12	\$3,900	\$46,800



California Department of Education – Child, Youth, and Family Services Branch

Child Development Division

MANAGEMENT BULLETIN

Main Office Number: (916) 322-6233

Subject: REVISED CHILD CARE AND DEVELOPMENT FEE SCHEDULE EFFECTIVE SEPTEMBER 1, 2000	No.: 00-14
Authority: <i>Education Code</i> Section 8263(f)	Date: September 1, 2000
	Expires: When Superseded

ATTENTION: PROGRAM DIRECTORS OF
CHILD DEVELOPMENT PROGRAMS

PURPOSE

The purpose of this Management Bulletin is to transmit a revised Family Fee Schedule that will take effect September 1, 2000. All families must have their fees assessed according to this revised schedule no later than October 1, 2000. This schedule reflects an upward adjustment in monthly family incomes that is derived from the State median income (SMI) as determined by the Department of Finance for 2000-01.

BACKGROUND

Education Code Section 8263(f) authorizes the State Superintendent of Public Instruction to establish a fee schedule for families utilizing child care and development services pursuant to Chapter 2 (Sections 8200 et seq.) of Part 6 of Title 1 of the *Education Code*. This schedule applies to all child care and development services, including CalWORKs child care funded by the California Department of Education and the California Department of Social Services, with the exception of the following programs: State Preschool, Bay Area Handicapped, and Resource and Referral. Also exempt are referrals for Child Protective Services funded with State General Funds. Referrals for Child Protective Services provided with federal funding shall be charged a fee according to the attached schedule, unless the referring protective services worker recommends a waiver of the fee and the contracting agency agrees to such waiver.

As specified in the Funding Terms and Conditions, whenever a fee is assessed or increased, a Notice of Action must precede the change. The proper citation to be included on the Notice of Action is "*Education Code* Section 8263(f), Revised Fee Schedule effective September 1, 2000."

POLICY

Families with incomes less than 50 percent of the SMI are considered to be below the State poverty level for the child care and development programs, and no fees are assessed. Pursuant to *Education Code* Section 8263.1, the family income eligibility ceiling is 75 percent of SMI for all child care and development programs to which this fee schedule applies.

ATTACHMENT NO. 2
PAGE 14 OF 24

Families with incomes above 75 percent of SMI based upon the Fee Schedule effective October 1, 1997, who had children in subsidized child care prior to January 1, 1998, retain eligibility for those specific children through a "grandfather" clause. These children will remain eligible until family income exceeds 100 percent of SMI on the applicable fee schedule or until eligibility is lost because of other existing criteria. Families with incomes at or below 75 percent of SMI based upon the Fee Schedule effective October 1, 1997, who had children in subsidized child care prior to January 1, 1998, cannot be "grandfathered." These children will lose eligibility when their family's income exceeds 75 percent of SMI on the applicable fee schedule or when eligibility is lost because of other existing criteria. Children that are added after January 1, 1998, to subsidized families with previously "grandfathered" siblings have eligibility only if the family's income adjusted for its new family size is at or below 75 percent of SMI on the applicable fee schedule. However, the new child's eligibility will be lost upon the family's income exceeding 75 percent of SMI on the applicable fee schedule. The "grandfathered" children will maintain eligibility until the family's income exceeds 100 percent of SMI of the applicable fee schedule. Only families with no "grandfathered" children can be monitored for family eligibility. Families with "grandfathered" children must be tracked on the eligibility of the individual child.

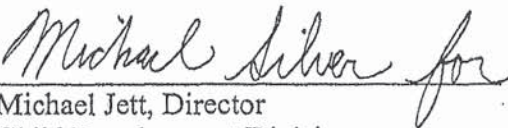
For Alternative Payment programs, full-time care is defined as enrollment for six or more hours per day, while part-time care is enrollment for less than six hours per day.

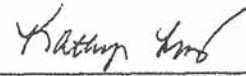
For family child care home networks reimbursed under the Standard Reimbursement Rate (SRR) and for Center-based programs, full-time care is defined as enrollment for 6.5 or more hours per day, while part-time care is enrollment for less than 6.5 hours per day.

School-Age Community Child Care ("Latchkey") Programs operate on a quarter day (less than 2.5 hours per day) basis. Families served at this level shall be charged a fee equal to one-half of the part-time fee shown on the schedule. Example: A family of three whose gross monthly income is \$2,200 and whose child with the longest period of services is less than 2.5 hours per day will be assessed one-half of the part-time fee of \$2.00 or \$1.00 per day.

The Hourly Family Fee should be used where applicable.

If you have any questions pertaining to this Management Bulletin, please contact your assigned consultant. Attached is a listing of the geographic assignment for each consultant and his/her phone number.


Michael Jett, Director
Child Development Division


Kathy B. Lewis
Deputy Superintendent
Child, Youth and Family Services Branch

Attachments

ATTACHMENT NO. 2
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Family Fee Schedule

Family Pays			Family Size and Income Level										
Hourly	Part-time Daily	Full-time Daily	1-2	3	4	5	6	7	8	9	10	11	12
50% 0.20	1.00	2.00	1820	1950	2167	2513	2860	2925	2990	3055	3120	3185	3250
0.25	1.25	2.50	1893	2028	2253	2614	2974	3042	3109	3177	3245	3312	3380
0.30	1.50	3.00	1965	2106	2340	2714	3089	3159	3229	3299	3369	3440	3510
0.35	1.75	3.50	2038	2184	2426	2815	3203	3276	3349	3421	3494	3567	3640
0.40	2.00	4.00	2111	2262	2513	2915	3317	3393	3468	3544	3619	3694	3770
0.45	2.25	4.50	2184	2340	2600	3016	3432	3510	3588	3666	3744	3822	3900
0.53	2.65	5.30	2257	2418	2686	3116	3546	3627	3707	3788	3869	3949	4030
0.61	3.05	6.10	2329	2496	2773	3217	3661	3744	3827	3910	3993	4076	4160
0.69	3.45	6.90	2402	2574	2860	3317	3775	3861	3946	4032	4118	4204	4290
0.77	3.85	7.70	2475	2652	2946	3418	3889	3978	4066	4154	4243	4331	4420
0.85	4.25	8.50	2548	2730	3033	3518	4004	4095	4186	4277	4368	4459	4550
0.93	4.65	9.30	2621	2808	3120	3619	4118	4212	4305	4399	4492	4586	4680
1.01	5.05	10.10	2693	2886	3206	3719	4232	4329	4425	4521	4617	4713	4810
75% 1.05	5.25	10.50	2730	2925	3250	3770	4290	4387	4485	4582	4680	4777	4875

The following is applicable only to children in families that are identified as "Grandfathered"

1.05	5.25	10.50	2731	2926	3251	3771	4291	4388	4486	4583	4681	4778	4876
1.09	5.45	10.90	2766	2964	3293	3820	4347	4446	4544	4643	4742	4841	4940
1.21	6.03	12.05	2839	3042	3380	3920	4461	4563	4664	4765	4867	4968	5070
1.32	6.60	13.20	2912	3120	3466	4021	4576	4680	4784	4888	4992	5096	5200
1.44	7.18	14.35	2985	3198	3553	4122	4690	4797	4903	5010	5116	5223	5330
1.55	7.75	15.50	3057	3276	3640	4222	4804	4914	5023	5132	5241	5350	5460
1.67	8.33	16.65	3130	3354	3726	4323	4919	5031	5142	5254	5366	5478	5590
1.78	8.90	17.80	3203	3432	3813	4423	5033	5148	5262	5376	5491	5605	5720
1.90	9.48	18.95	3276	3510	3900	4524	5148	5265	5382	5499	5616	5733	5850
2.01	10.05	20.10	3349	3588	3986	4624	5262	5382	5501	5621	5740	5860	5980
2.13	10.63	21.25	3421	3666	4073	4725	5376	5499	5621	5743	5865	5987	6110
2.24	11.20	22.40	3494	3744	4160	4825	5491	5616	5740	5865	5990	6115	6240
2.36	11.78	23.55	3567	3822	4246	4926	5605	5733	5860	5987	6115	6242	6370
100% 2.47	12.37	24.73	3640	3900	4333	5026	5720	5850	5980	6110	6240	6370	6500

**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 CG0001ED, November 1988). 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. 1018-00-PW
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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number.

Endorsement Forms

Original endorsement is required for commercial general liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-N for CDI lease.WPD

ATTACHMENT NO. 2
PAGE 20 OF 24

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
A	OTHER				

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 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 21 OF 24

SUBMIT IN DUPLICATE

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

PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits
NAMED INSURED	Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)
TYPE OF INSURANCE	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: (_____) _____			

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

ENDORSEMENT HOLDER

CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030	AUTHORIZED REPRESENTATIVE Broker/Agent _____ Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____
--	--

**SECOND AMENDMENT TO
GROUND LEASE
LAND/IMPROVEMENTS**

This Second Amendment to Ground Lease Land/Improvements ("Lease") is entered into by and between the City of Oxnard, a municipal corporation ("Lessor") and Continuing Development, Incorporated, a non-profit corporation ("Lessee"). The Lessor and Lessee are also hereinafter collectively referred to as the "Parties". The Parties entered into the original Lease on February 13, 2001 as amended by a First Amendment dated January 8, 2002, and desire to amend that Lease to extend its term as follows:

A. Paragraph 3 of the Lease shall be amended to read as follows:

3. Term

The term of this Lease shall be for a period of thirteen years, commencing on February 13, 2001 and terminating on February 12, 2014.

B. Paragraph 16 of the Lease shall be amended to read as follows:

16. Notices

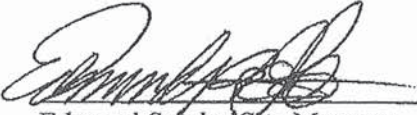
Except as otherwise provided, any communication between Lessor and Lessee and Notices provided for herein shall be given in writing by personal delivery or mail:

To Lessor: City of Oxnard
 Attn: Property Manager
 300 W. Third Street, Suite 302
 Oxnard, CA 93030

To Lessee: Continuing Development, Incorporated
 Attn: Lease Administration
 4340 Stevens Creek Blvd., Suite 260
 San Jose, CA 95129

C. Exhibit C of the Lease is hereby deleted and the attached exhibit labeled "Exhibit C-1" is hereby included and incorporated by this reference herein.

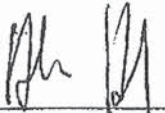
CITY OF OXNARD


Edmund Sotelo, City Manager

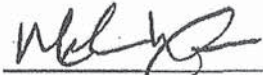
CONTINUING DEVELOPMENT, INC.


Jason Gurahoo, CFO/Manager

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


Michael More, Risk Manager

APPROVED AS TO CONTENT:


Michael More, Financial Services Manager



Meeting Date: 4/15 /14

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

Prepared By: Senior Officer Cliff Waer *CLW*Agenda Item No. 5-7Reviewed By: City Manager *YRD* City Attorney *RA* Finance *Bel for Jim Cameron* Police Chief**DATE:** March 25, 2014**TO:** City Council**FROM:** Jeri Williams, Chief of Police *JW*
Police Department**SUBJECT:** First Amendment to Lease for Police Storefront at 365 E. Esplanade #201
(District 1 Office)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Lease Agreement with the Duesenberg Investment Company LLC (Agreement No. 5312-10-PO) to extend the term three years for a total term of six years. The space is offered at no expense to the City.

DISCUSSION

Since January 2011, the Police Department has operated a storefront office located at 365 E. Esplanade #201. This site functions as a drop-in center for officers working in District One as well as being the primary offices of the District's three Beat Coordinators and the Alcohol Compliance Officer. The office is open to the public and serves as a community training facility for the more than 20 Responsible Beverage Service classes that are held each year. The space will be provided completely free of charge by the Duesenberg Investment Company as it has since 2011. The Lease Agreement for the facility was approved on December 29, 2010.

The designated space is located within the Topa Financial Plaza and is adjacent to the high rise towers located on East Esplanade Drive. The space occupies approximately 1,326 square feet and will accommodate Oxnard Police Department staff.

FINANCIAL IMPACT

There is no financial impact resulting from this agreement as the facility is offered at no charge.

Attachment #1 – First Amendment to Lease Agreement

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**First Amendment**") is made and entered into as of December 31, 2013, by and between DUESENBERG INVESTMENT COMPANY, LLC ("**Landlord**"), and CITY OF OXNARD ("**Tenant**").

R E C I T A L S:

A. Tenant and Landlord entered into that certain Lease dated as of December 29, 2010 (the "**Lease**"), concerning certain premises (the "**Premises**") located at Suite 201 of the building located at 365 E. Esplanade Drive, Oxnard, California (the "**Building**"), and more particularly described in the Lease.

B. Landlord and Tenant desire to extend the Term of the Lease and to otherwise modify the Lease as set forth in this First Amendment.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease and agree as follows:

1. **Incorporation; Defined Terms.** The Lease is hereby incorporated into this First Amendment by this reference. All capitalized terms used and not otherwise defined in this First Amendment, but defined in the Lease shall have the same meaning in this First Amendment as in the Lease.

2. **Term.** Section 1.6 of the Summary of Basic Lease Information and Definitions, which is incorporated into the Lease (the "**Summary**"), is hereby amended to read as follows:

"The Term of the Lease is for three (3) years commencing on January 1, 2014 and expiring on December 31, 2016."

3. **Commencement Date.** Section 1.7 of the Summary is hereby amended to read as follows:

"**Commencement Date:** January 1, 2014."

4. **Ratification of Lease Terms.** In consideration for this First Amendment, Tenant hereby makes the following representations and warranties to Landlord regarding the status of the Lease:

4.1 The Lease and all prior amendments is the complete Lease and, subject to the terms of this First Amendment, has not otherwise been amended, modified, supplemented, extended, renewed or assigned.

ATTACHMENT NO. 1
PAGE 1 OF 3

4.2 Tenant is now in possession of all of the Premises and has not sublet, assigned or encumbered the Lease, the Premises or any portion thereof.

4.3 The amount of security deposit (if any) held by Landlord is \$0.00. No other security deposits have been made by Tenant under the Lease.

4.4 All rental payments payable by Tenant have been paid in full as of the date hereof. No rent under the Lease has been paid for more than thirty (30) days in advance of its due date.

4.5 All work required to be performed by Landlord under the Lease has been completed and has been accepted by Tenant, and all tenant improvement allowances have been paid in full.

4.6 To the best of Tenant's knowledge, as of the date hereof, there are no defaults on the part of Landlord or Tenant under the Lease and Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against Landlord.

4.7 Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the Premises, except as expressly provided in the Lease.

4.8 All insurance required of Tenant under the Lease has been obtained by Tenant and all premiums have been paid.

4.9 There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Tenant.

5. **Miscellaneous.**

5.1 **Effect of Amendment.** Except to the extent the Lease is modified by this First Amendment, the remaining terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall prevail.

5.2 **Entire Agreement.** This First Amendment embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an instrument in writing signed by Landlord and Tenant.

5.3 **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one in the same First Amendment.

5.4 **Warranty of Authority.** The signatories hereto hereby represent that they have full and complete authority to bind their respective parties to this First Amendment and that no other consent is necessary or required in order for the signatories to execute this First Amendment on behalf of their respective parties.

ATTACHMENT NO. 1
PAGE 2 OF 3

5.5 Attorneys' Fees. The provisions of the Lease respecting payment of attorneys' fees shall also apply to this First Amendment.

5.6 Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

5.7 Civil Code Section 1938 Disclosure. Landlord hereby discloses to Tenant that the Premises have not undergone an inspection by a Certified Access Specialist (CAsp).

5.8 Effective Date. The terms of this First Amendment shall become effective the day, date, and year first set forth above.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first set forth above.

TENANT:

CITY OF OXNARD

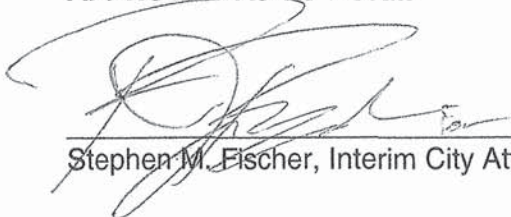
LANDLORD:

**DUESENBERG INVESTMENT COMPANY,
LLC**

Tim Flynn, Mayor

By: _____
Its: _____

APPROVED AS TO FORM



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT



Jeri Williams, Police Chief

ATTACHMENT NO. 1
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