

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
October 14, 2014
5:00 P.M - Closed Session.

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 4 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of Joint Proclamation Designating October, 2014 as "Breast Cancer Awareness Month": and November, 2014 as "End Domestic Violence Month".

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.

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G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

City Manager Department

1. SUBJECT: Council Chambers Audio/Visual Renovation Project. (001)

RECOMMENDATION: 1) Receive a report and provide direction on a proposed renovation of the Audio/Visual systems of City Council Chambers; 2) Approve the task order for professional architectural design services for \$48,360 from the Public, Educational and Government (PEG) fund; and 3) Approve a special budget appropriation in the sum of \$1,000,000 from the PEG Fees Capital Improvement Fund Balance for the Council Chambers Audio/Visual Renovation.

Legislative Body: CC

Contact: Christina Aerenlund

Phone: 385-7593

2. SUBJECT: Operation of the Oxnard Public Access Channel (OPAC). (029)

RECOMMENDATION: Receive the information and options presented regarding the outcome of the review of the Oxnard Public Access Channel (OPAC) Operations proposals by the Review Panel and provide direction to staff.

Legislative Body: CC

Contact: Christina Aerenlund

Phone: 385-7593

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Verbal Update on Thompson Park Restrooms.

RECOMMENDATION: Receive verbal report.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7951

2. SUBJECT: Agreement Between the City of Oxnard and the City of San Buenaventura for Homelessness and Vagrancy Services. (181)

RECOMMENDATION: Approve and authorize the City Manager to execute the Agreement between the City of Oxnard and the City of San Buenaventura for the term of October 15, 2014, to October 14, 2015, in the amount of \$86,976.80, for homelessness and vagrancy services.

Legislative Body: CC

Contact: Grace Magistrale Hoffman

Phone: 385-7445

3. SUBJECT: Update on the Water Conservation Program.

RECOMMENDATION: Receive a verbal report.

Legislative Body: CC

Contact: Rob Roshanian

Phone: 385-8280

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

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Housing Department

1. SUBJECT: Public Housing Flat Rents. (203)

RECOMMENDATION: Receive a presentation on the U.S. Department of Housing and Urban Development ("HUD") mandated adjustment of flat rents in Public Housing.

Legislative Body: HA

Contact: Carrie Sabatini

Phone: 385-8092

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for September 9 and 16, 2014; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for September 9, 16, and 23; and October 7, 2014; and Minutes of the Regular Meetings of the Oxnard Housing Authority for June 3, 10, 17, 24; July 1, 8, 15, and 22; September 9, 16, and 23, 2014; and Minutes of the Special Meeting of the Oxnard Housing Authority for July 29, 2014. (207)

RECOMMENDATION: Approve.

Legislative Body: CC/SA/HA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (241)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430
3. **SUBJECT:** Transportation Development Act (TDA) Local Transportation Fund (LTF) Allocations for FY 2014/15 and Article 3 Bicycle/Pedestrian Funds Resolution. (243)
RECOMMENDATION: Adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of FY 2014/15 TDA Article 3 Bicycle/Pedestrian Funds.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870
4. **SUBJECT:** Second Amendment to Agreement with DH Green Consulting for Prevention and Community Outreach Services for the Oxnard Alliance for Community Strength. (247)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to Agreement with DH Green Consulting (5885-12-CM) for the term of October 14, 2014 to September 30, 2015 in the amount of \$100,000 bringing the total contract amount to \$300,000 (with \$150,000 reimbursed by the County of Ventura).
Legislative Body: CC Contact: Grace Magistrale Hoffman Phone: 385-7445

C. CLOSED SESSION – Continued from Page 1

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**
CC/SA (Government Code section 54956.9 (d)(1))
Name of case: SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

T. ADJOURNMENT



Meeting Date: 10 / 14 / 14

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, PIO

Agenda Item No. K-1

Reviewed By: City Manager JM

City Attorney SMF

Finance aaa

Other (Specify) for IC

DATE: September 30, 2014

TO: City Council

FROM: Greg Nyhoff, City Manager

SUBJECT: Council Chambers Audio/Visual Renovation Project

RECOMMENDATION

That the City Council:

1. Receive a report and provide direction on a proposed renovation of the Audio/Visual systems of City Council Chambers
2. Approve the task order for professional architectural design services for \$48,360 from the Public, Educational and Government (PEG) fund.
3. Approve a special budget appropriation in the sum of \$1,000,000 from the PEG Fees Capital Improvement Fund Balance for the Council Chambers Audio/Visual Renovation.

SUMMARY

The City Council Chamber was built in 1965 to meet the growing needs of the City Council and the Oxnard Community. A renovation of the space took place in the early 80's, which included new carpeting, new paneling, reconditioning of public seating areas and the installation of new audio/visual components.

Since that time there have been very few improvements to the Council Chambers. In the last ten years, there have been some minor repairs and replacement of equipment to support the audio visual requirements for public meetings. However, the State takeaways and the recent economic down turn had a significant impact in the City's ability to fund the needs of this aging infrastructure.

With all the new technology, this process of patchwork is no longer sustainable and the City Council Chambers is in dire need of significant audio/visual upgrades.

After the State enacted the Digital Infrastructure and Video Competition Act, known as AB2987 or DIVCA, which shifted the cable television franchising authority away from the cities and counties to the State, the new law authorized local entities to establish a fee to support the costs of PEG channel

SUBJECT: Council Chambers Audio/Visual Renovation Project

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facilities, in the amount of 1% gross revenue or more in specific circumstances.

In July 2008, City Council adopted an ordinance establishing a PEG facilities fee of one percent 1% of Gross Revenues for capital spending on the city's channel system and, per the Public Utilities Code, a Franchise fee of 5% of Gross Revenues on State Video Franchisees.

DISCUSSION

The task order for professional Architectural Services would be to deliver a detailed report, a cost estimate and a schematic design to provide direction on the upgrade of audio/ visual elements of the City Council Chambers. The architectural firm was awarded a contract by the City Council earlier this year after a Request for Proposal process. These consulting services would afford experience in Audio Visual and Acoustical expertise needed to keep current with changing technologies.

It is possible that an Audio/Visual upgrade may require some infrastructure modifications such as lighting and mechanical systems, electrical ceiling system, asbestos remediation and acoustic design to accommodate the broadcast and digital requirements of the Council Chambers.

FINANCIAL IMPACT

There is adequate fund balance from the PEG FEES Capital Improvement Fund for the Council Chambers Audio / Visual Upgrades Project 151401. Of the \$1,000,000 recommended for appropriation, \$48,360 will be budgeted for architectural services, \$750,000 will be the estimated construction costs, and \$201,640 will be earmarked for contingencies.

Attachment #1 - Proposal from Marc Perry Architect, Inc.

#2 - Ordinance # 2782

#3 - Special Budget Appropriation



Marc Perry Architect, Inc.

425 Constitution Ave, Suite 1
Camarillo, CA 93012
T: 805.484.1200
F: 805.484.2444

July 11, 2014

Kevin Turley
Construction Project Manager
Oxnard Facilities Maintenance Division
1060 Pacific Ave, Bldg 3, Oxnard, CA 93030
Email: kevin.turley@ci.oxnard.ca.us

Subject: **REVISED** Proposal for Architectural Services
Design Phase Services for
Council Chambers AV Upgrade Project

Dear Kevin,

I am pleased to present you with the following **revised** proposal for architectural services. This proposal is based upon the meeting which occurred on June 12, 2014 at Matt Winegar's office. In attendance at the meeting was: Christina Aerenlund, Matt Winegar, Art Gutierrez, Kevin Turley, and Marc Perry.

This revised proposal incorporates actual proposal information from the selected audio-video consultant (McKay Conant Hoover Acoustics and Media Systems Consultants) and has been updated to reflect adjustments for schedule (number of anticipated meetings).

Project Scope

The project is the complete upgrade (replacement) of the existing City Council Chambers for audio/visual issues.

The following is a brief summary of what was discussed at the aforementioned June 12th meeting:

1. the preliminary project budget is \$750,000; there may be potential of an increase to this amount
2. a design and cost estimate needs to be completed within 90 days, for a for a yet to be determined date within September; subsequent services, such as: CD's, permitting, bidding and construction would occur after September
3. new audio and video system; modify other associated systems, such as electrical and hvac, to address existing issues such as annoying electrical hum
4. new lighting to allow for better video production
5. upgrade for modern use, i.e. the use of tablet computers by council members
6. consider the relocation of the existing control room
7. consider providing a new interpreter's booth
8. consider sightlines; viewing of presentation screen(s)
9. consider safety and security
10. "theater and production" type use
11. consider more space at dais, possibly 15 people; reduce "desk" area (anticipate less papers); maintain a raised dais; incorporate required accessibility requirements
12. address code required upgrades to existing space
13. consider lighting controls
14. consider flexibility of systems, i.e. equipment or furniture, for more effective use of the space
15. coordinate upgrades with council's operations, i.e. electronic voting

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Scope of Service and Fee

This proposal is for design services only. We will provide schematic design type services such that a preliminary construction cost estimate can be developed.

Based upon our understanding of the project and desired schedule (design and cost statement provided to City by mid Sept) we anticipate 3 design meetings. The following is a list of the anticipated meetings:

1. Design Meeting #1
The purpose of this meeting will be for the design team (Architect and Consultants) to review and determine project goals, objectives and requirements with the City's representatives.
2. Design Meeting #2
The purpose of this meeting will be for the design team to review and discuss project scope and present preliminary schematic design options.
3. Design Meeting #3
The purpose of this meeting will be for the design team to present revised schematic design options preliminary and receive final comments from the City's representatives.

Once the final design meeting has been completed the design team will update their drawings and documents to incorporate comments from the City's representatives, and will then proceed to create a construction cost estimate, with the assistance of a cost estimator.

Our anticipated deliverables for these proposed services are: sketches, reports (describing proposed work and/or audio/video systems) and cost statement.

We are proposing to providing services on a Time and Material basis according to the rate/fee schedule(s) per our Agreement (Contract: 6556-14-CM). We will submit invoices on a monthly basis or at the completion of a major milestone in accordance with our Agreement. The following is our estimate for the fee related to these design services:

Estimated Fee.....\$48,360

The following is a breakdown and explanation of the estimated fee:

- | | |
|---|----------|
| 1. Architect's Cost | \$19,000 |
| We are anticipating performing a field investigation of the existing conditions, preparing scaled drawings for use during the design work, performing schematic design work, preparing for and managing design meetings, attending design meetings, and coordinating the work of the consultants. | |
| 2. Audio/Video Consultant's Cost | \$19,360 |
| McKay Conant Hoover Acoustics and Media Systems Consultants. This consultant will provide input and preliminary design for the audio system, the video system as well as video production lighting and acoustical issues. | |
| 3. Mechanical Engineer's Cost | \$3,000 |
| This consultant is anticipated to provide input and preliminary design for the mechanical (hvac) and plumbing issues. | |
| 4. Electrical Engineer's Cost | \$3,000 |
| This consultant is anticipated to provide input and preliminary design for the electrical (power and general lighting) issues. | |
| 5. Cost Estimator's Cost | \$4,000 |
| This consultant is anticipated to provide a preliminary construction cost estimate based upon design drawings. | |

Total Estimated Fee: \$48,360

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Please see the attached proposal from McKay Conant Hoover for more information pertaining to the scope of the proposed audio/video services. This proposal is being provided here for reference only and is not intended for signature by the City.

At the completion of our design services, we would then provide a proposal for subsequent services, such as design development services, the preparation of construction documents, permit assistance, bidding assistance, and construction phase assistance.

The following items are not included in the above estimate:

1. any work associated with a hazardous material study and/or abatement
2. the cost of a structural engineer
3. any work associated with presentation renderings, models or videos

This proposal is based upon the following understandings:

1. the City will provide programmatic type information, such as a list of desired audio and video equipment
2. the City will provide us with the record drawings of the existing building/space
3. the design meetings are intended to be limited to attendance by key City personnel only, such as those in attendance at the June 12th meeting and representative from the Police Department, the City Manager and the City Clerk. Large forum and/or public meetings are not anticipated as part of these services.

If this proposal is acceptable, please provide me with the appropriate Task Order paperwork, per our current Service Agreement (Contract 6556-14-CM).

If you have questions, please contact me at 805/484-1200. Thank you for the opportunity of providing you with this proposal. We look forward to working with you on this project.

Respectfully,



Marc Perry, AIA LEED AP
Owner
Marc Perry Architect, Inc

Attachments: Proposal from McKay Conant Hoover, dated July 9, 2014



McKAY CONANT HOOVER INC
Acoustics and Media Systems Consultants

David A Conant, FASA
K Anthony Hoover, FASA

Randal B Willis, P.E.

Kyle M Ridenour
William Chu
Robert M Brenneman, P.E.

09 July 2014

Mr. Marc Perry, AIA, LEED AP
Marc Perry Architect, Inc.
425 Constitution Ave, Suite I
Camarillo, CA 93012

Subject: Proposal for AudioVisual and Acoustical Consulting Services
Oxnard Council Chambers A/V Upgrade Project
Oxnard, CA
MCH Proposal No. 140629 r1 B/10

Dear Marc:

We are pleased to offer this revised proposal for AudioVisual and Acoustical Consulting services on the subject project. We base this proposal on the expected scope of work provided within the Request for Proposal (RFP) and our experience with many similar projects. The following letter sections describe the Method, Scope, and Cost of services we propose. Per your instruction, our AV consulting services and our Acoustical consulting services are offered thorough a Schematic Design level of services in this proposal.

A. PROJECT OVERVIEW

The Project concerns the complete upgrade/replacement of the existing City Council Chambers AudioVisual systems. The existing City Council Chambers was originally constructed in late 1965 or early 1966. A renovation of the space was completed circa 1985. The space is approximately 3,300 sf (2,500 sf for council chambers proper and 800 sf for ancillary spaces, i.e. a control room, conference room and restroom).

We understand that the current construction budget is \$750K, but that that may not be a hard ceiling.

We would highlight these similar projects either current, or recently completed:

- City of Chandler, AZ Council Chambers
- City of Simi Valley Council Chambers
- City of Coronado Civic Center
- City of Palmdale Council Chambers
- City of Santa Monica Council Chambers
- City of Thousand Oaks Civic Arts Plaza: Performing Arts Center & City Hall

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B. METHOD

1. General

Audiovisual consulting services will cover all important aspects of audio, video systems and control systems for the areas of involvement outlined below. The scope of this proposal is limited to Programming and Schematic design exercises sufficient to yield a Design direction and Project cost estimate. Upon completion of this exercise, we would be pleased to provide a proposal for full design services to include the preparation of competitively-biddable AV systems construction drawings and specifications, including associated, supporting infrastructure, review of proposals, through ongoing construction administration services throughout the installation process.

Acoustical consulting will concentrate on the basics of proper interior finishes and of HVAC noise control, to optimize conditions for comfortable listening and speaking conditions, and is limited to Programming and Schematic design exercises sufficient to yield a Design direction.

2. Personnel

The following lead individuals, who have considerable and demonstrated experience with this building type, will be responsible for this project. We have attached qualification materials and resumes.

- a. Tony Hoover, FASA – Principal-in-Charge (Westlake Village, CA Office)
- b. Randal Willis, P.E. – Project Manager (Scottsdale, AZ Office)

Our hourly rates appear within our *Standard Terms and Conditions*, which are attached.

3. Schedule

Per the RFP, we understand that the overall timeline is approximately 2.5 months. The following are general milestones for the project:

Deliver package to Cost Estimator	late August 2014
Present plan and estimate to City Council	mid-September 2014

If the overall schedule becomes unusually compressed or expanded, our fee and scope may require modification.

C. SCOPE OF SERVICES

This section incorporates fully by this reference both Sections B and D in their entirety as an integral part of this proposal and this section. These sections shall therefore not be separated or omitted in final contract language from the intended full Scope of Services for the shown fee.

AUDIOVISUAL

Areas of Involvement:

1. Video Camera Systems
 - Remotely controlled pan/tilt/zoom video cameras
 - Operator controls for cameras with preset capabilities
2. Video Production Equipment
 - Video monitors and general monitoring equipment
 - Production video switcher and ancillary equipment
 - Replacement of character generator
3. Video Production Lighting
4. Interface with multimedia projection system
5. Video Recording – potential recorder for re-broadcast capability
6. Audio Systems
 - Sound reinforcement
 - Dais Microphone System
 - Wireless Microphone System
 - Archival Recording feeds to Hosted Streaming services
7. Control Systems
 - Archival Audio Control
 - Video Presentation Control
 - Production Lighting Control

1. Preliminary Design

During this discovery and interpretation phase

- a. We will attend up to three meetings (up to 4 hours in duration each) with the client and design team during this phase of work.
- b. We recommend that two of meetings be dedicated solely to Technical Systems scope, that they include all stake holders, and that each be at least a half day in duration. They should be scheduled as early as possible in this phase of work to



allow us the required time to produce the subsequent report and begin coordination with other design disciplines.

- c. We will prepare one brief report summarizing our understanding of scope requirements for distribution to all interested parties after each scope discovery meeting (up to two total). The second report will be a refined version of its predecessor based on the information gathered in the second meeting. After allowing sufficient time for review and comment of the last meeting report, we will issue a final programming report along with a preliminary opinion of installed costs for the AudioVisual systems. This report will serve as the foundation for all subsequent design work.
- d. This phase will focus on space planning requirements to support the programmed AV systems and associated interconnectivity distributed throughout the facility. Space planning and adjacency information will also be described to the design team.
- e. Additionally, this phase will also include consideration of alternate systems, recommendations regarding systems and equipment, analyses, and development of conceptual solutions for all major anticipated audiovisual systems.
- f. The latter part of this phase will turn the expressed AudioVisual Program needs information gathered during Programming into a written narrative which represents the functionality, relationship and estimated cost of the proposed systems. This document will include consideration of alternate systems, recommendations regarding systems and equipment, analyses, and development of conceptual solutions for all major anticipated audiovisual systems.
- g. We will prepare preliminary space planning sketches for the audiovisual intensive locations such as control rooms, mix locations etc. We will also develop preliminary mechanical and electrical coordination information.

Once the Final Audiovisual Programming Report and Opinion of Cost for the audiovisual systems has been developed by MCH and approved by the Owner, MCH will provide a detailed fee proposal for design of the systems through completion of construction.

Items 2-5 are for information only and are not part of this proposal. The plurality of possible system requirements renders it impractical to provide an accurate comprehensive project fee for the audio-visual systems at this time. The phases listed below are meant to encourage an understanding of the full design process under consideration.



2. Design Development (N.I.C.)

In this integration phase,

- a. Once the Schematic Design Narrative and Opinion of Cost for the audiovisual system have been approved by the Owner, MCH will prepare a final design concept, an outline specification, and an updated cost estimate.
- b. We will provide information to the design team regarding the architectural, structural, electrical and mechanical infrastructure requirements in support of the audiovisual system.
- c. We will attend up to two meetings (up to 4 hours in duration each) for AV systems during this phase of work
- d. We will prepare drawings of back box locations and conduit runs on the architect's screened backgrounds.

3. Construction Documents (N.I.C.)

In this production phase,

- a. We will attend up to two meetings (up to 4 hours in duration each) for AV systems during this phase of work
- b. Drawings of AV conduit risers, system functional diagrams and details will be completed and delivered in project standard format.
- c. We will develop installation concept details for all mounted AV devices.
- d. Complete AV systems Specifications will be prepared in accordance with the project format.
- e. The Specifications will include functional scope of work, system performance requirements, installation practices, warranties, detailed equipment listings, system commissioning and end-user training.
- f. Contract drawings and specifications would be delivered complete and ready for printing on the specified dates.
- g. MCH will prepare an updated Opinion of Installed Costs for the AV systems.

4. Bidding (N.I.C.)

During the pricing phase,

- a. MCH will furnish a list of qualified contractors for soliciting bids on the project.
- b. We will respond to reasonable questions as they arise.
- c. We will prepare addenda as required, answer reasonable questions as they arise
- d. We will evaluate and comment on the quality and completeness of the bid responses.

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5. Construction Administration (N.I.C.)

Throughout the implementation phase,

- a. We will conduct site visits corresponding to specific project milestones as identified below and prepare field reports.
- b. We will review the contractor's shop drawings and change proposals.
- c. We will issue RFI responses and supplemental bulletin drawings and answer questions as they arise during construction.
- d. When construction is completed, we will inspect the installation and conduct acceptance testing.
- e. We will provide a punch list after our preliminary observation and final acceptance upon completion of the project.
- f. We will review all operations manuals, aids to users and as-built documentation.

ACOUSTICAL

In addition to assistance with and in support of the AV design, we will provide assistance at a Schematic Design level regarding acoustical concerns, as relate to finish treatments (appropriate reverberation and minimize acoustical anomalies such as echo) and HVAC noise (avoid excessive noise for proper listening conditions).

The proposed scope is as follows:

1. We will visit the site on a weekday daytime for observations and measurements of existing conditions, including measurements of existing reverberation times and existing HVAC noise levels. We will need to arrange to visit when the space is otherwise not in use and when it is expected that we will not be interrupted by other activities, and we will require access and accompaniment for approximately 90 minutes.

Note that these measurements will also include several impulsive sounds (i.e., balloon pops) to quantify the existing reverberation times, which in turn relate to the absorption of existing finishes.

We should be accompanied by someone who can turn the HVAC system on and off, at least once, without significant delays.

2. We will analyze the results of our measurements, and soon thereafter generate preliminary results, and discuss them with you, especially as they would relate to design

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strategy for future finishes and mechanical system design. PDF drawings would be helpful for efficient discussion of approximate locations and sizes of appropriate acoustical wall and ceiling treatments.

3. We will generate a short report, documenting the results of our measurements, observations, and our discussion with you about finishes and HVAC noise. We expect that this report will include the basic types, general sizes, and approximate locations of wall and ceiling sound-absorptive treatments, along with the basic acoustical descriptions such as NRC rating. Also, we expect that this report will provide HVAC noise level design criteria (i.e., NC ratings), comment on airflow velocity criteria, and general notes regarding diffusers and return grilles for general HVAC noise control.

This short report will conclude our acoustical services until the next stages of design corresponding to Design Development and Construction Documents, at which time we will provide an additional proposal for continued acoustical consulting services. Cost estimating will not be part of these services for acoustical consulting at this stage. Additional meetings or site visits will be considered additional services.

D. NOTES AND EXCLUSIONS

1. The following systems designs are not within our scope of work for the project: architectural lighting, building management, telephone, data, and closed-circuit television (CCTV) systems.
2. We expect to prepare and review no more than 1 set of AV drawings and specifications during the Design phases of this project (at approximately 100% SD). Additional program report revisions, drawing preparation, or document reviews will be considered extra services.
3. We have budgeted for a total of up to 4 out of office trips to attend meetings and site observations during the duration of this work as follows:
 - Programming /Schematic Design- AV (up to 3)
 - Site visit, acoustics (1)

We have budgeted for these meetings to be held at a site related to the project in the Oxnard, CA area.

4. We recognize that the design process is a fluid, evolving process and we expect to be involved in directing fiscally prudent design and materials and equipment selections. However, we have budgeted for only very limited VE exercises. If we are requested to provide re-design after our design is approved, due to events beyond our control (change in overall project budget, changes based on owner/operator requests, etc.) we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

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5. We have identified prudent, expected reimbursable expenses, below. To the extent that these reasonable expenses will not be compensated by the client, our fee must necessarily increase accordingly.
6. Our work as proposed herein is independent of all other agreements, such as an AIA contract. Marc Perry Architects is our client, and is directly responsible for prompt payment of our invoice(s). We expect that a signature on this proposal will serve as sufficient evidence of approval for our services, in a swift and efficient manner.
7. Services beyond those identified above are considered extra services and will be billed on a time and material basis in accordance with the attached MCH Standard Terms and Conditions.

E. COST OF CONSULTING SERVICES

McKay Conant Hoover, Inc. professional fees are based upon the number of hours worked on a project, and our services and payment schedule are subject to the *Standard Terms and Conditions* enclosed. As requested, we will be working on a Time and Materials basis for the duration of this project. Please note that the estimates shown are advisory only and that the actual time and expenses incurred will develop naturally as the needs arise and will be billed accordingly as identified in the attached *MCH Standard Terms and Conditions*. Should, for any reason, MCH does not consume the shown amount in any phase, the balance is deemed fully available for, and will be compensated in subsequent phases.

FEES (T&M Estimate, and excluding reimbursables):

Audiovisual Preliminary Design	\$13,900
Acoustical Preliminary Design	\$3,300

We would not exceed the shown fees without your prior authorization and would be working toward these fees at the hourly rates indicated in the *Standard Terms and Conditions*. We will bill actual reimbursable expenses in addition to the shown fees above at cost plus 10%. We anticipate that reimbursable expenses for work included in this proposal would not exceed approximately \$2,000 for AV, and \$160 for acoustics.

Should your company or this project require a specific invoice design or specific requirements, we request a copy at the time of authorization. If we do not receive this information prior to our invoicing cycle we will invoice in our usual format. Should changes be required to the invoice after that period of time, we may add administrative charges in order to create the design/specific invoice. Please ensure your accounting department provides us with all necessary information as soon as possible in order to avoid these additional charges.



If this proposal is acceptable as written, and you agree to the *MCH standard Terms & Conditions* as well, please so indicate by signing and returning one copy to serve as our authorization to proceed.

Should you have any questions or comments, please feel free to contact our office.

Sincerely yours,

McKAY CONANT HOOVER INC

A handwritten signature in cursive script that reads 'Randal Willis'.

Randal Willis, P.E.
Manager, Media Systems
RBW:bh

Encl: MCH Standard Terms & Conditions

MCH Proposal No. 140629 r1 B/10 APPROVED for Marc Perry Architects with MCH Standard Terms & Conditions

Signature _____

Date _____

Title _____



STANDARD TERMS & CONDITIONS GOVERNING McKAY CONANT HOOVER INC PROFESSIONAL SERVICES

- A. Work-Cost Agreements**
McKay Conant Hoover Inc. (MCH) will use its best efforts to minimize hourly costs on the project without unduly compromising service, while working at the hourly rates indicated below.
- B. Charges**
1. MCH will charge hourly fees according to this schedule: Principals, Associate Principals, Supervisory Consultants and Professional Affiliates \$95 to \$185, Senior Consultants \$85 to \$135, Associate Consultants, Consultants and Staff Assistants, \$60 to \$110. Time spent in travel during normal business hours will be charged as time worked. MCH reserves the right to change its hourly rates.
 2. MCH will charge for expenses at cost plus 10%. Reimbursable expenses include travel, subsistence, printing, large format plotting, overnight mail, subconsultant services, special supplies or materials, telecommunications and instruments.
 3. Invoicing will be monthly in our standard format. Upon request, MCH will create a different project-specific format one (1) time without charge. MCH reserves the right to charge for further changes, including back-changes and additional account handling, on a T&M basis.
- C. Payments**
Invoices will be submitted monthly and be payable in United States dollars within 60 days. Invoiced amounts unpaid after ninety (90) days beyond invoice date shall be grounds for MCH to stop project work and apprise the owner of same, without penalty, until the agreed payment schedule is resumed. Unpaid invoices older than 120 days are subject to interest charges at prevailing rates.
- D. Insurance**
MCH carries comprehensive general liability insurance with a limit of \$2,000,000 and worker's compensation insurance to the limits required by the State of California.
- E. Liability**
The laws of the state of California shall apply to the work by MCH and its subconsultants. No warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, are made by MCH. MCH will not be liable for any special, incidental or consequential damages.
- F. Unforeseen Circumstances**
MCH will not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, or other consultants, and strikes or other labor disturbances.
- G. Announcements**
Use of MCH's name in any announcements concerning the project for which MCH's services are performed, for promotional or advertising purposes, or in litigation with third parties, will require the prior written approval of MCH.
- H. Termination**
Either party may terminate this agreement at any time by written notice of the other. Such notice is effective upon receipt. In the event of such termination, MCH will be paid in accordance with this agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.
- I. Ownership**
Designs, ideas, concepts, calculations and documents developed during the course of the project will remain the property of MCH.
- J. General**
This agreement constitutes the entire agreement between parties with respect to the subject matter hereof and supercedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by client shall not apply. This agreement may be modified only by written agreement of client and MCH and is binding upon their respective successors and assigns.

STC/T&M/6-2008

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Acoustics and Media Systems Consultants



MCH is a California corporation organized in 1987 to provide uniquely integrated consulting services in all areas of Building Acoustics and Media Systems throughout the United States and, internationally from Thailand to Switzerland. With over 2000 projects, our experience includes all building types including our signature projects in higher educational facilities and performing arts as well as courts, civic and large public assembly spaces, medical and research facilities, museums and libraries. MCH brings over 200 years of combined experience in providing acoustical and audiovisual consulting. The eight design professionals are trained variously in architecture, physics, mechanical engineering, performing arts and electrical engineering, and especially, building acoustics and AV. At the core of MCH's uniqueness is the team approach to providing carefully integrated acoustical and audiovisual services. MCH is an active member of both the National Council of Acoustical Consultants (NCAC) and the International Communications Industry Association (ICIA). Visit us at www.MCHinc.com.

PRINCIPALS

David Conant and K. Anthony (Tony) Hoover are both Fellows of the Acoustical Society of America and bring over 60 years of combined experience on over 3000 buildings. Tony's background includes an advanced degree in acoustics and over 20 years on the faculty of the Berklee College of Music. Dave's background includes advanced degrees in both physics and architecture. With over 35 years in building acoustics, he brings unusual experience with notable contributions to higher education projects across the USA. Both Dave and Tony hold active positions in both the Acoustical Society of America and the National Council of Acoustical Consultants. MCH principals are educated and experienced listeners to their clients, especially.

PROFESSIONAL STAFF

MCH's Consulting Staff is comprised of Supervisory Consultant Randal Willis, P.E., CTS, Senior Consultants Kyle Ridenour and William Chu, LEED AP BD+C and Robert Brenneman, P.E., Consultant Krystopher vonHybschman, CTS-D, and Professional Affiliate Marlund Hale, Ph.D. They bring over 200 years of combined experience in acoustics, theatrical systems and/or audio and possess valuable first-hand knowledge of audiovisual practice and installation, HVAC engineering, physics, music performance, electrical and Telecom/IT engineering. MCH principals are educated and experienced listeners to music, drama and their clients, especially. Rounding out our family is Stephanie Stewart, Business Manager and Nancy Conant, Business Development.

SERVICES

Our full scope Acoustical Services includes room acoustics design, sound isolation design and detailing, equipment noise and vibration control, environmental noise assessment and planning. Media Services cover sound reinforcement, recording, playback, projection and television systems from conception to operation as well as Telecom/IT planning and design. MCH's work is grounded in good architecture as well as the scientific principles and physics of building acoustics, and audiovisual engineering. MCH services are tailored to each individual project, with quality, caring and creativity as the rules. All projects receive personal attention from the principals and major projects normally receive review by senior personnel outside the project staffing.

LOCATIONS

For twenty-five years, MCH has maintained principal offices in Los Angeles County, and for twelve years a branch office in Scottsdale, AZ. We can be reached at 5655 Lindero Canyon Road, Suite 325, Westlake Village, CA 91362 or call 818 991 9300 (CA) or 480 947 3335 (AZ). Email dconant@mchinc.com or visit www.mchinc.com.

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SELECTED PROJECTS by McKAY CONANT HOOVER INC

Higher Education & Research

McCord Hall, Carey School of Business, ASU, Tempe, AZ
Hilton Business School, Loyola Marymount U, Los Angeles
Anderson Graduate School of Management, UCLA, CA
Stata Center for Information Sciences, MIT, Cambridge, MA
Cronkite School of Journalism & KAET TV Studios, ASU
3 New Academic Buildings, ASU Polytechnic, Mesa, AZ
School of Environmental Sciences, UCSB, Santa Barbara
Harvard Business School, Hawes Hall, Cambridge, MA
Loyola Law School Advocacy Center, Los Angeles, CA
Arts Media & Communications, CalState, Northridge, CA
Nat'l Academies of Sci&Engineering, Beckman Ctr., Irvine, CA
Young Hall Biology/Chemistry Building, UCLA, Los Angeles
High Bay Physics Laboratory, UC-San Diego, CA

Weatherhead School of Mgt. Case Western Res., Cleveland
Marshall School of Business, USC, Los Angeles, CA
Morrison School of Mgmt., ASU Polytechnic, Tempe, AZ
MAT Program, California Nanosystems Institute, UCSB, CA
Reynolds School of Journalism, University of Nevada-Reno
Tahoe Ctr., Environmental Sci. SN College, Incline V., NV
Integrated Learning Center, U of Arizona, Tucson
School of Bus. & Public Administration, Univ. Ariz., Tucson
Lewis School of Urban Planning & Dev., USC, L.A., CA
Auditorium (2500 seats) Midwestern Univ., Glendale, AZ
Health & Science Building, NAU, Flagstaff, AZ
Language Corner Bldg. Remodel, Stanford University, CA
Los Alamos Laboratory & Conference Ctr., Los Alamos, NM

Performing Arts

Mesa Arts Center (4 performance venues), Mesa, AZ
Mesa CC new PAC & Harkins Theater Renov. Mesa, AZ
Centennial Hall Renovation, University of AZ, Tucson, AZ
Ardrey Theatre Renovation, N. Arizona Univ., Flagstaff, AZ
Multi-use Facility, Mesa college, Mesa, AZ
Orpheum Theater Renovation, Phoenix, AZ
Chandler-Gilbert Performing Arts Center, Chandler, AZ
Music Academy of the West, Santa Barbara, CA
Historic Balboa Theatre Renovation, San Diego, CA
Victoria Hall Renovation Study, Santa Barbara, CA
Recital Hall Renovation, Univ. of LaVerne, LaVerne, CA
Geffen Playhouse Renovation, Westwood, CA
Performing Arts Chapel, Fuller Theo. Seminary Pasadena, CA
Performing Arts Center, Mt. San Antonio College, Walnut, CA
Thacher School, Theater & Music Facility, Ojai, CA
Vilar Center for the Arts, Beaver Creek, CO
Seattle Children's Theatre, Seattle, WA
Performing Arts Center, Idaho State Univ., Pocatello, ID

Scottsdale Center for the Performing Arts, Scottsdale, AZ
Performing Arts Center, South Mtn. C. College, Phoenix, AZ
Herberger Theater Renovation, Phoenix, AZ
Phoenix Theater Renovation, Phoenix, AZ
Renovation of Phoenix Symphony Hall, Phoenix, AZ
South Mt. CC Performing Arts Center, Phoenix, AZ
Mondavi Center for Performing Arts at UC - Davis, CA
Valley Performing Arts Center, CSU-Northridge, CA
Granada Theatre Restoration, Santa Barbara, CA
Center for the Arts, Pasadena City College, Pasadena, CA
Performing Arts Center, Scripps College, Claremont, CA
Music Facility, University of California, Santa Cruz, CA
Royce Concert Hall Renovations (2), UCLA, CA
Civic & Performing Arts Plaza, Thousand Oaks, CA
Colburn School for the Performing Arts, Los Angeles, CA
Spencer Theater, Ruidoso, NM
DeBartolo Center for Perf. Arts, UND, Notre Dame, IN
Music Recital Hall for Mahidol University, Salaya, Thailand

Government & Civic, Convention, Conference & Corporate

Long Beach Courthouse, CA Superior Courts, Long Beach, CA
Municipal Courts, Mesa, AZ
Ronald Reagan Federal Courthouse, Santa Ana, CA
SE Regional Courts Facility, Maricopa County, AZ
San Tan Consolidated Justice Facility, Chandler, AZ
Fresno Federal Courthouse, Fresno, CA
Civic Center, Glendale, AZ
John Anson Ford Amphitheatre upgrades, Hollywood, CA
American Memorial Park, Saipan
Sky Harbor Terminal 4/Concourse S2 Expansion, Phoenix, AZ
Novartis World Headquarters, Basel, Switzerland
Los Angeles Convention Center Renovation & Expansion, CA
Oregon Convention Center, Portland, OR
South Coast Air Quality Mgt. Dist. Hqtrs, Diamond Bar, CA
Hawaii Convention Center, Honolulu, HI
Nike Headquarters Conf. Center, Beaverton, OR

Maricopa County Courts Tower, Phoenix, AZ
Mesa Municipal Courthouse/Justice Facility, Phoenix, AZ
Wayne Morris Federal Courthouse, Eugene, OR
Pima County/City of Tucson Court Complex, Tucson, AZ
Federal Courthouse, Anchorage, AK
Washoe County Municipal Center, Reno, NV
Glendale City Council Chambers Renovation, Santa Monica, CA
New Council Chambers, Palmdale, CA & Coronado, CA
Los Angeles Vector Control District Headquarters, CA
John Wayne Terminal, Orange County, CA
Dimensional Fund Advisors Center, Los Angeles, CA
Genzyme Headquarters/Conference Center, Cambridge, MA
Amgen Conference Center, Newbury Park, CA
Sierra Health Services Conference Center, Las Vegas, NV
Phoenix Convention Center Remodel, Phoenix, AZ
City Hall, Chandler, AZ

Museums & Libraries

Information Learning Ctr., Santa Clara, Univ., S.C. CA
Appaloosa Branch Library, Scottsdale, AZ
Los Angeles Central Library Expansion & Renovation, CA
Library & KPCC Radio Station for Pasadena City College, CA
Phoenix Art Museum, Phoenix, AZ
Museum of Photographic Arts, San Diego, CA
Multi-Agency Library for Palm Springs, CA

Griffith Observatory Renovation, Los Angeles, CA
Agave Regional Branch Library, Phoenix, AZ
Guggenheim Museum, Bilbao, Spain
Arizona Science Center, Phoenix, AZ
California Science Center, Los Angeles, CA
Alaska Native Heritage Center, Anchorage, AK
West Branch Regional Library, Glendale, AZ

Entertainment Industry

Sound Stage Facilities, Mumbai, India
EuroDisneyland (17 attractions), Paris, France
Hollywood Theater at Disney's California Adventure
Buck Owens Crystal Palace, Bakersfield, CA
3 Stages + Post-Production, Raleigh Studios, Hollywood, CA
CBS/MTM Sound Stages, Burbank, CA
MuppetVision 3-D Theater, Disney/MGM Studios Tour, Orlando, FL

Pechanga Eagle III Casino & Showroom, Temecula, CA
Disney California Adventure (new park), Anaheim, CA
Kepco & Lucky GoldStar Pavilions, Expo '93, Taejeon, Korea
Two Major Feature Animation Attachments to Disney
Miramax Executive Screening Room, Los Angeles, CA
Pantages Theater Renovation, Hollywood, CA
Tokyo DisneySea (12 attractions), Tokyo, Japan

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Acoustics and Media Systems Consultants



MCH brings broad experience and unique expertise to all areas of design, measurement and analysis for Building Acoustics, Environmental Noise and Audiovisual Systems. Listed below are examples of the services we can provide for your projects. This list is not exhaustive (for example, we provide expert witness testimony, etc.), so please contact us if you seek experienced help with acoustical or A/V and media system matters not identified here. Visit us at www.MCHinc.com.

ARCHITECTURAL ACOUSTICS

- Design of "high-end" performance, recording and listening spaces such as auditoriums, screening rooms, radio, television, film and sound-recording studios, video-conferencing facilities, meeting rooms and classrooms
- Address issues of reverberation and privacy in hotels, office buildings, performing arts facilities, residences, hospitals and universities

MEDIA SYSTEMS DESIGN & TELECOM

- Provide full range of services, from programming to full design and issue of biddable Construction Documents for Audiovisual Systems, Telecom and Security Access Control
- Design and provide cost guidelines for sound reinforcement and audiovisual installations in theaters, stadiums, schools, universities, office buildings, airports, video conference rooms and other multi-purpose rooms

NOISE AND VIBRATION CONTROL

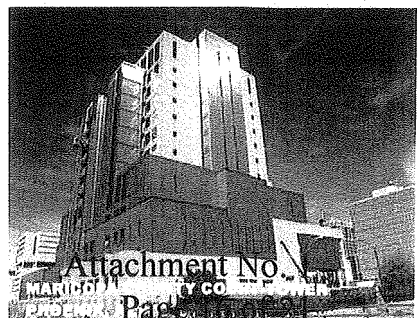
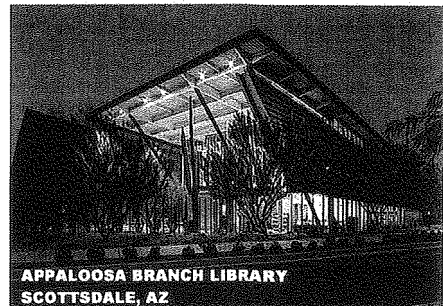
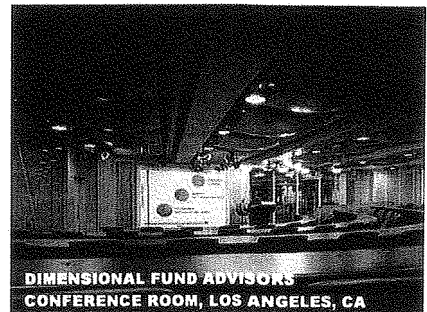
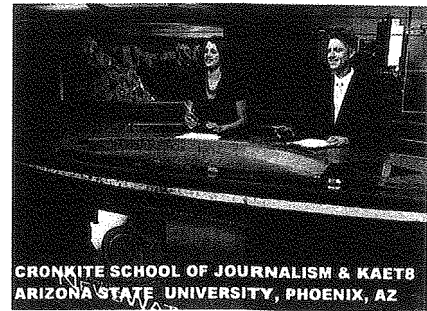
- Design of noise and vibration mitigation for HVAC, electrical, elevator and plumbing systems
- Troubleshoot noise and vibration problems in the field
- Analysis and mitigation of floor vibrations, to maximize occupant comfort or to protect sensitive electronic/optical equipment

ENVIRONMENTAL ACOUSTICS ASSESSMENT & MONITORING

- Monitoring and mitigation of environmental noise and/or vibration from moving sources (vehicular traffic, rail traffic, aircraft) and stationary sources (machinery, manufacturing plants, theme parks, arenas and other outdoor gathering spaces, construction noise)
- Preparation of environmental assessments (EA) and environmental impact reports (EIR) for submittal to Government agencies

MEASUREMENT & TESTING

- Indoor and outdoor noise measurement and analysis
- Vibration measurement and analysis
- Field measurement of DNL, CNEL, Ln, FIIC, FSTC, NR and NIC, in compliance with the requirements of Government agencies





RANDAL B. WILLIS, P.E., CTS

SUPERVISORY CONSULTANT
Manager, Media Systems Group

Education & Specialized Training:

B.S. Electrical Engineering, Northern Arizona University, 1989
Licensed Electrical Engineer (California #E16531)
ICIA Certified Technology Specialist
Crestron Control & AMX Control System
CATV System Design
Advanced Control System; IQ System Design
Audio Design, Synergetics Audio Concepts
IED System Design Seminar, Innovative Electronics Designs
IRP Systems Design Seminar, Industrial Research Products
Projector Technical Training, Barco Projection Systems, Electrohome Projections Systems and
NEC Projection Systems;
CADP2 Acoustical Modeling Software, JBL Professional Audio; Horns II Workshop, Synergetics
Audio Concepts;
Fiber Optic Design Workshop, CDT/WestPenn Wire
Computer Interfacing Workshop, Extron Electronics

Professional Experience:

2000-present: Manager Media Systems, MCH
1997-2000: Dir. Engineering & Design, Audio-Video Resources; Phoenix, AZ
1992-1997: Special Project Engineer, American Video Communications; Los Alamitos, CA
1989-1992: Sr. Audio Engineer., GMF, Inc.; Orange, CA

Professional Leadership: ICAT Council (Independent Consultants in Audiovisual Technologies) Chairman; INFOCOMM – serves on the professional education and training committee. Develops and teaches multi-session courses. Institute of Electrical and Electronics Engineers; Engineering and Applied Sciences College Council, Member.

Professional Experience: Mr. Willis has over 30 years of experience in the audio/video industry. For over three years prior to joining MCH, he was Manager and Director of Design and Engineering for the largest audiovisual design/build firm in Arizona. He has been Project Engineer and Project Designer on performing arts venues, indoor and outdoor sports arenas, videoconference and distance learning classrooms, convention centers conference rooms, training centers, religious facilities, hotels and airport projects throughout the Southwest. Mr. Willis has also developed and taught multi-session training courses for field technicians in the areas of audio and video installation and operation.

The broad range of projects under his direction have included sound reinforcement and communications facilities for the Cerritos Center for the Performing Arts; sound systems for the San Diego Sports Arena and San Diego Qualcomm Stadium; redesign of flight deck and on-board announcing systems for the USS Constellation; sound systems for the Federal District and Magistrate courts in San Diego, teleproduction studios for Northern Arizona University; distance learning classrooms for the University of Arizona; video server and videowall display systems for Bank One Ballpark; and audio, video and satellite downlink systems for Casino Arizona.

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Representative Projects by Mr. Willis:

University Facilities:

Midwestern University, Presentation Auditorium,
Glendale, AZ
ASU Cronkite School of Journalism & KAET TV
Studios, Phoenix, AZ
ASU Carey School of Business (new facility), Tempe, AZ
ASU, Arizona Center for Law & Society, Phoenix, AZ
Univ. of Alaska – Mat-Su, Ctr. for Arts & Learning
Univ. of Nevada-Reno, Reynolds School of Journalism
Renovation
San Diego City College, Media Arts Renovation, CA
Kranitz Center, Paradise CC, Phoenix, AZ
Arday Auditorium Renovation, NAU-Flagstaff
Central AZ College Multiple Bldg. Renovations, Signal
Peak & Aravaipa Campuses, , Coolidge, AZ
MIT, Stata Center for Information Technologies
Cambridge, MA
University of Arizona, Distance Learning Classroom,
Phoenix, Tucson, and Flagstaff, AZ
Northern Arizona University, Teleproduction Studio,
Flagstaff, AZ
Northern Arizona University, BioSciences
Auditorium, Flagstaff, AZ
UC-San Diego, RIMAC Sports Arena, CA
Football Stadium, CSU at Fullerton, CA
Grossmont College Drama Lab, La Mesa, CA

Performing Arts Facilities:

Mesa Arts Center, Mesa, AZ
Performing Arts Chapel, Fuller Theological Seminary
Pasadena, CA
Performing Arts Center, California State Univ.
Northridge (CSUN)
Chaffey College, Visual & Performing Arts Complex,
Rancho Cucamonga, CA
Niemeyer Center for the Arts, Clackamas College
Oregon City, OR
Jackson Hall PAC AV Retrofits, UC, Davis, CA
Performing Arts Center, Cerritos, CA
Performing Arts Center, Lancaster, CA
Performing Arts Center, Whittier, CA
Fine Arts Center, Lower Columbia College, WA
Balboa Theater Renovation, San Diego, CA
Geffen Playhouse Renovation, Westwood, CA Valley

Museums, Civic & Convention Facilities

Santa Monica Civic Auditorium Renovation, CA
Japanese American Memorial Museum, Los Angeles, CA
American Memorial Park, Saipan
Richard M. Nixon Presidential Library & Birth Place
Yorba Linda, CA
Heard Museum, Steele Auditorium, Phoenix, AZ
City Council Chamber, Temecula, CA
City Council Chambers and Civic Center, Stanton, CA
City Council Chambers & Public Center, Carlsbad, CA
City Council Chambers, City of Oxnard, CA
Civic Center for City of Brea, CA
Civic Center, Yorba Linda, CA
Convention Center Expansion, Los Angeles, CA
Convention Center Expansion, Anaheim, CA
Queen Mary, Long Beach, CA
Defense Contract Audit Agency, Anaheim, CA
Arrowhead Arena, Anaheim, CA
Wells Fargo Arena, Tempe, AZ
Los Angeles Sports Arena, Los Angeles, CA
San Diego Sports Arena, San Diego, CA
Casino Arizona, Satellite TV Sports Book, Scottsdale
National Bowling Stadium, Reno, NV
Jack Murphy Qualcomm Stadium, San Diego, CA
Bank One Ballpark, Phoenix, AZ

International Projects:

Telephone Organization of Thailand, Command and
Control Center, Bangkok, Thailand
Mahidol University, Music Center, Salaya, Thailand

Corporate Facilities:

Intuit Santa Fe Summit Campus, San Diego, CA
Dimensional Fund Adv., Tele-Conference Room, LA, CA
Marriott Hotels-Fullerton, Irvine, Freemont,
Palm Desert, CA
Marriott Renaissance Club Sport Hotel, Chandler, AZ
Cielo Condominium/ Marriott Sport Hotel, Chandler, AZ
Copper Wynd Resort & Conf. Ctr., Fountain Hills, AZ
United Brotherhood of Carpenters (UBC) Int'l Training
Center, Las Vegas, NV
Dormitory Expansion, UBC, Las Vegas, NV
Travaini Conference Center Renovation, Phoenix, AZ
Cedars-Sinai Comprehensive Cancer Center, LA, CA
Executive Boardrooms for –
American Savings Bank, Irvine, CA
Third Point Systems, Santa Monica, CA
Warner Brothers Studios, Burbank, CA
Private Networks, Scottsdale, AZ
Southern California Edison, San Diego, CA
Training Facility with Executive Boardrooms–
Finova Financial Services, Scottsdale, AZ
First Health, Scottsdale, AZ
Bank of America, Phoenix, AZ
Honeywell Corp., Chandler, AZ
Motorola Iridium Command Center, Chandler, AZ
Rental Service Corporation, Executive Boardroom
and Training Room, Scottsdale, AZ
Hughes ComSat, Executive Boardroom, El Segundo, CA
Allied Signal Learning Center, Chandler, AZ
ARCO, Regional Training Center, Pomona, CA
Northrop Corporation, F/A 18 Theater, El Segundo, CA
McDonnell-Douglas Space Systems, Seal Beach, CA
Cable & Wireless Communications. Videoconferencing
Suite, Vienna, VA
Joe Rindone Regional Technology Center, San Diego, CA
Pacific Bell Technology Training Center, LA, CA
America West - Flight Training Center, Tempe, AZ
Microchip Technologies, Multipurpose Rooms, Tempe &
Chandler, AZ
Flagstaff Medical Center, McGee Auditorium, AZ

Governmental Agencies

Long Beach Courthouse, CA Superior Courts, C A
Maricopa County Court Tower, Phoenix, AZ
United States District Court, San Diego, CA
United States Magistrate Court, San Diego, CA
Municipal Justice Facility, Phoenix, AZ
Joint Court Complex, Pima Cty. & City of Tucson, AZ
Municipal Justice Facility, Mesa, AZ
Sky Harbor Airport Renovation & Exp. Phoenix, AZ
Camp Humphrey's Entertainment Complex, Korea
Operations Center, Helix Water District, La Mesa, CA
Department of Water and Power, Los Angeles, CA
Fire Department Tactical Operations Center,
Glendale, CA
Police Headquarters, Anaheim, CA
John Wayne Orange County Airport, Irvine, CA
Lindbergh Field Airport, San Diego, CA
Palomar Airport, Palomar, CA
Naval Weapons Assessment Center, Corona, CA
San Onofre Nuclear Generating Station, Clemente, CA
Camp Pendleton Marine Corps Recruit Depot, Oceanside, CA
Marine Corps Recruit Depot, Water Survival Training
Facility, San Diego, CA

K. ANTHONY HOOVER, FASA

PRINCIPAL



Architectural Acoustics and Noise Control

Education: M.S. Acoustics, Pennsylvania State University, 1981
B.A. American Studies, University of Notre Dame, 1976

Organizations: President (2002-2004), Board of Directors (2000-present) - **National Council of Acoustical Consultants**; Fellow (elected 2003), Chairman (2001-2004) Technical Committee on Architectural Acoustics, Chairman (2009-present) College of Fellows - **Acoustical Society of America**; Board Certified Member (1985-present) - **Institute of Noise Control Engineering**; Member - **Audio Engineering Society**; Chairman (1991-1993) - **Greater Boston Chapter of the Acoustical Society of America**; Founder and Faculty Advisor (1989-2007) - **Acoustical Society at Berklee**.

Awards: AIA Connecticut Design Award, 1999 Built Projects – *Irving S. Gilmore Music Library, Yale University, New Haven CT**; The Boston Society of Architects, 1999 Honor Award Citation for Design to *Fenton Judicial Center**; USA Design Awards Citation 1996 – *Harold D. Donohue Federal Building & US Courthouse, Worcester, MA.* *(with previous firm)

Professional Experience: Mr. Hoover brings 30 years of experience and leadership in the profession to the MCH team. Prior to joining MCH Mr. Hoover was the principal acoustical consultant on nearly 1,700 projects involving all building types and all areas of architectural acoustics, noise and vibration control, sound system design and environmental noise, with the Massachusetts firm of Cavanaugh Tocci Associates, Inc. He concurrently held faculty positions at Berklee College of Music and Boston Architectural Center. He has served in numerous leadership positions, including President of the National Council of Acoustical Consultants and Chairman of the Architectural Acoustics Technical Committee of ASA. Mr. Hoover chaired or co-chaired numerous technical sessions on architectural acoustics and musical acoustics at various ASA meetings and is a member of the working group on the ANSI "Classroom Acoustics Standard". In 1992 he received the Theodore John Schultz Grant from the Robert B. Newman Student Award Fund for further development of textbook, "An Appreciation of Acoustics", by K. Anthony Hoover.

Selected Publications and Presentations:

1. "Electronically variable room acoustics –Santa Monica Civic Auditorium", ASA 164, Montreal, Canada 2013
2. "Bollywood Sound Stages", ASA 162, San Diego, CA 2011
3. "Beyond Architectural Schools", ASA 161, Seattle, WA 2011
4. "Mixing Studio Isolation", Institute of Noise Control Engineering & ASA, Baltimore, MD 2010
5. "The Allosphere" ("Theater in the Sphere"), ASA 155, Paris, France 2008
6. "Workshop for American Institute of Architects Continuing Education Units", ASA 153, Salt Lake City, OR 2007
7. "Sound around the New England Patriots' Stadia", Acoustical Society of Japan & ASA, Honolulu, HI 2006
8. "Hot Topics in Architectural Acoustics: Practice and Research", ASA 148, San Diego, CA 2004
9. "Studio with a View", ASA 145, Nashville, TN, 2003.
10. "Acoustics Class at Berklee College of Music", ASA 145, Nashville, TN, 2003
11. "Sound Isolation (pink noise and tapping machines)", "Build Boston", workshop 2002
12. "Hearing and Psycho-acoustics, an Overview and Examples", Berklee College of Music, Berklee Teachers on Teaching, 2000
13. "Sound Transmission and Isolation", Berklee College of Music, Berklee Teachers on Teaching, 1998
14. "Sound Behavior in Rooms", Berklee College of Music, Berklee Teachers on Teaching, 1997
15. "War Stories, Troubleshooting HVAC Noise/Vibration Problems", ASHRAE National Meeting, Philadelphia, PA, 1997
16. "Sound Sources and propagation", Berklee College of Music, Berklee Teachers on Teaching, 1996
17. "You Want To Put A Studio Where?" Audio Engineering Society, Boston Chapter, 1995
18. "Noise and Vibration Control in Buildings", Wentworth Institute, Mechanical Engineering Seminar, 1994
19. "Sound System Design Consideration", Archdiocese of Boston, Chestnut Hills, MA, 1992
20. "Microphone Placement in Recording Studios", ASA/Boston & ASAB, 1992
21. "Axial Fan Noise Reduction by Improved Inlet Conditions", ASA 121, Baltimore, MD, 1991
22. "Build Boston", "Planning and Design Assembly and Performance Spaces", 1990
23. "Acoustical Concerns in the Renovation of the Majestik Theater", Emerson College, 1989
24. "Acoustical Materials and Specification", Construction Specifications Institute, Worcester Chapter, 1989
25. *An Appreciation of Acoustics*, K. Anthony Hoover, Hoover Publishing, 1991
(Further development partially funded by the 1992 Theodore John Shultz Grant from the Robert B. Newman Student Fund)
26. *Audio Engineering Handbook*, McGraw Hill, 1988 (ISBN 0-07-004777-4) Chapter 3, Architectural Acoustics Principles and Design Techniques, Co-author with Richard G. Cann

Attachment No. 1

Page 19 of 21

(Continued over)

Representative Projects by Mr. Hoover:

Court & Governmental Agencies

Long Beach Court Complex, Long Beach, CA
Maricopa County Court Tower, Phoenix, AZ
Joint Court Complex, Pima County & City of Tucson, AZ
Harold D. Donohue Federal Building & US Courthouse,
Worcester, MA
John Adams Courthouse, Boston, MA
Old San Juan Courthouse & Post Office, San Juan,
Puerto Rico
Augusta Council Chamber, Augusta, ME
Ariel Rios Federal Building, Washington, DC
Federal Courthouse Renovation, Providence, RI
Lowell Courthouse, Lowell, MA
Dorchester District Court, Dorchester, MA
U.S. Courthouse Annex, Orlando, FL
Coachella Water Dist. Admin. Facility, Palm Desert, CA
El Monte Transit Station, El Monte, CA

Schools & University Facilities:

Ahmanson Music Building, Pepperdine University,
Malibu, CA
Allan Hancock College Student Center, Santa Maria, CA
MIT, Media Laboratory, Cambridge, MA
MIT, Dreyfus Chemistry Lab, Cambridge, MA
Princeton Univ., Frick and Hoyt Laboratory Hall, NJ
Harvard University, Widener Library Renovation,
Cambridge, MA
Harvard Business School, Hawes Hall, Cambridge, MA
Wellesley College, Dana Hall & Lib. Bldg., Wellesley, MA
Yale University, Gilmore Music Library, New Haven, CT
Milton Academy Library Renovation, Milton, MA
Art Gallery, Montserrat College of Art, Beverly, MA
St. Paul School Dormitories, Concord, NH
Dance Studio, St. Paul School, Concord, NH
Foshay Learning Center Auditorium Renovation,
Los Angeles Unified School District, CA
Valley Regional Elementary School, LAUSD, CA
Alternative High School, Albuquerque, NM

Performing Arts, Auditoria & Music Facilities:

Santa Monica Civic Auditorium, Santa Monica, CA
Cirque du Soleil, Santa Monica Pier, CA
The Granoff Music Center, Tufts University, Boston, MA
Great Woods Center for Performing Arts, Mansfield, MA
Arsenal Center for the Arts, Watertown, MA
Music & Dance School Complex, Universidad de las
Americas, Puebla, Mexico
Berklee College of Music, Performance Spaces
Renovations, Boston, MA
Bose Auditorium, Bose Headquarters, Framingham, MA
Jordan Hall Renovation Study, Boston, MA
World Music Room, MIT, Cambridge, MA
Fuller Labs Auditorium, Worcester Poly. Tech, MA
Winchester Town Hall Auditorium, Winchester, MA
Woods Hole Lecture Hall, Woods Hole, MA
Auditorium, AT&T Complex, Lowell, MA
Auditorium, Texas Instruments, North Attleboro, MA
Plantation Hall, Providence, RI
Auditorium, Municipal Group, Springfield, MA
Wargames Auditorium, Naval Warfare Ctr., Newport, RI
Berklee Coll. Music, Berk Recital Hall, Boston, MA
MIT, Music Practice Suite, Cambridge, MA
Moses Brown School, Stonebarn Practice Rooms
Providence, RI
Hanscom Air Force Base Band Room, Concord, MA

Libraries

Boston Public Library Renovation, Boston, MA
Gilmore Music Library, Yale University, New Haven, CT
Law Library Renovation, City of Glendale, CA
West Hollywood New Library, West Hollywood, CA
Museum of Fine Arts Courtyard, Boston, MA
Library for the Blind, Baltimore, MD
Newburyport Library, Newburyport, MA
Strategic Maritime Research Center, Naval War College,
Newport, RI

Hospitality & Housing Facilities:

The Century Penthouse, Century City, CA
Orchard Cove Senior Living Facility, Canton, MA
Fox Hill Senior Living Residences, Bethesda, MD
Hotel at Bradley International Airport, Hartford, CT
Hotel at Philadelphia International Airport, PA
Phillips Exeter Academy, Draper Hall, Exeter, NH
Wheaton College, Residence Hall, Norton, MA

Corporate, Medical & Laboratory Facilities:

Bose Corporate World Headquarters Building,
Framingham, MA
EMC Briefing Center, Hopkinton, MA
EMC Franklin II, Training Center, Franklin, MA
Astra Pharmaceuticals Teleconferencing Rooms,
Worcester, MA
Teachers Education Boardroom, MIT, Cambridge, MA
AME Conference Room, Beverly, MA
Ophthalmologic Microscope Relocation, Portland, ME
Wellman Research Center, Mass General Hospital,
Boston, MA
Salem Hospital Maternity Ward, Salem, MA
Newton-Wellesley Hospital, MRI Ctr., Newton, MA
Tufts Univ. Large Animal Hospital, Boston, MA
Albany Advance Imaging, Albany, NY
MIT, Health Services Building, Cambridge, MA
Sturdy Hospital MRI Installation, Attleboro, MA
Rhode Island Blood Center, Providence, RI
Ballistic Test Lab., Watertown, MA
EMC Microcode Lab Noise & Vibration, Hopkinton, MA

Recording and Television Studios

Sound Stages, Reliance Media, Mumbai, India
Extasy Recording Studios, N Hollywood, CA
Guitar Center Studios, Woodland Hills, CA
WBZ, Channel 4, Boston, MA
Desert Eagle Recording Studio, Natick, MA
Clear Perceptions Studios, Watertown, MA
Recording Studio, Wheaton College, Norton, MA
Recording Suite Renovation, Berklee College of Music
Narrations Booths, Perkins School for the Blind,
Watertown, MA
Kimchee Studios, Cambridge, MA
Video Suite, Hunneman Investment Mgmt., Boston, MA

Places of Worship:

Living Stream Ministry, Anaheim, CA
Immaculate Conception Church, Boston, MA
St Paul Cathedral, Cambridge, MA
Temple Beth Shalom, Memphis, TN
First Baptist Church, Portland, ME
Hebrew Center, Martha's Vineyard, MA
First Church, Swampscott, MA
St. Agatha Church, Milton, MA

Civic & Government Centers

Representative Projects by Principals and Staff

Mesa Arts Center
Mesa, AZ

City Hall
City of Surprise, AZ

Municipal Court Complex
Mesa, AZ

Salt River Project Adm. Complex
Tempe, AZ

City Hall & Community Center
Glorietta Bay - Coronado, CA

Solano Beach Transit Station
Solano Beach, CA

Community Center
Diamond Bar, CA

King's Beach Community Center
Lake Tahoe, CA

Council Chambers AV upgrades
Civic Center, City of Vista, CA

Community Center
Tucson, AZ

Civic & Emergency Operations Ctr.
Oxnard, CA

Oregon Convention Center
Portland, OR

Hawaii Convention Center
Honolulu, HI

Sheriff's Headquarters
San Bernardino, CA

Wayne L Morse Federal Courthouse
Eugene, OR

Administrative Complex & Chambers
Washoe County - Reno, NV

Chula Vista Police Headquarters
Chula Vista, CA

Glendale Civic Center
Glendale, AZ

Maricopa County Court Tower
Phoenix, AZ *(in design)*

Pima County/Tucson City Court
Tucson, AZ

Travaini Conference Ctr. Renovations
Phoenix, AZ

Civic Center & Arts Plaza
Thousand Oaks, CA

Victoria Gardens Cultural Center
Rancho Cucamonga, CA

City Hall Restoration
Los Angeles, CA

Community Center
Torrance, CA

Community Center
Sacramento, CA

Civic Center & Council Chambers
Irvine, CA

Alaska Native Heritage Center
Anchorage, AK

Los Angeles Convention Center
Los Angeles, CA

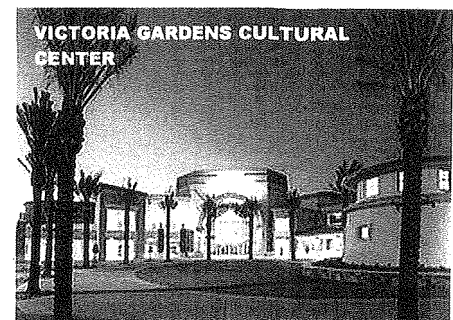
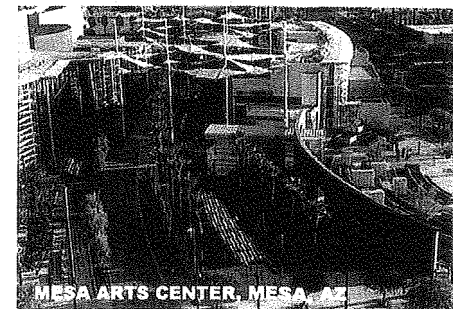
Ronald Reagan Fed'l Courthouse
Santa Ana, CA

Fresno County Courthouse,
Fresno, CA

Civic Center
West Hollywood, CA

Doral Wright Cultural Center
Port Hueneme, CA

Fire Dept. Tactical Operations
Glendale, CA



ORDINANCE NO. 2782

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING VIDEO FRANCHISE FEES, PEG FEES, PENALTIES AND OTHER RELATED MATTERS FOR STATE VIDEO FRANCHISE AGREEMENTS AND AMENDING THE OXNARD CITY CODE.

The City Council of the City of Oxnard does ordain as follows:

SECTION 1: Chapter 23, Article V, Section 23-55 "Defined Terms and Phrases," subsection "A" of the Oxnard Municipal Code is amended by adding thereto the definition of "State Franchisee" as a new subsection (15), to read as follows, with a renumbering of the subsequent subsections:

"State Franchisee" means any holder of a State-issued video franchise operating in the City, as defined in Public Utilities Code section 5830(p).

SECTION 2: A new Section 23-44 entitled "State Video Franchisees" is hereby added to Chapter 23, Article IV, of the Oxnard Municipal Code to read as follows:

"SEC. 23-44. STATE VIDEO FRANCHISEES

(A) PEG Fee Established. In accord with Public Utilities Code section 5870(n), any Grantee of a Franchise, or State Franchisee, must pay to the City a fee for the support of PEG channel facilities.

- (1) The amount of the PEG Fee established by this section is one percent (1%) of Gross Revenues, as defined in this Code, the applicable City-issued franchise, or Public Utilities Code section 5860(d).

(B) Franchise Fee Established. For any State Franchisee, the amount of the franchise fee imposed by Public Utilities Code section 5840(q) shall be five percent (5%) of Gross Revenues, as defined in Public Utilities Code section 5860(d).

- (1) In accordance with Public Utilities Code section 5860(a), the City Manager will prepare and provide to State Franchisees all necessary documentation supporting the percentage franchise fee paid by the incumbent cable operator serving the City.

(C) Notices from State Franchisees. Any notice a State Franchisee is required to deliver to the City by 5840(m) must be delivered to the City Manager.

(D) Nothing in this Chapter is intended to limit or restrict in any way the imposition of any existing or future generally applicable, nondiscriminatory, competitively neutral tax, fee, or charge to a State Franchisee, City franchisee or the services the franchisees provide.

(E) Customer Service Provisions for State Franchisees

- (1) All State Franchisees must comply with all applicable State and Federal laws and regulations regarding customer service and customer protection.
- (2) The City Manager may review the performance of State Franchisees for compliance with the customer service requirements specified in Public Utilities Code section 5900 (the "Customer Service Standards").
- (3) If the City believes a material breach of the Customer Service Standards has occurred, the City Manager must give the State Franchisee written notice of any alleged material breach(es). The State Franchisee must remedy the specified material breach(es) no later than thirty (30) days from receipt of the notice.
- (4) If the State Franchisee fails to remedy the specified material breach(es) within 30 days, the City Manager may impose monetary penalties on the following schedule:
 - (a) Up to five hundred dollars (\$500) for each day of each material breach, not to exceed one thousand five hundred dollars (\$1,500) for each occurrence of a material breach.
 - (b) For a second material breach of the same nature within 12 months, up to one thousand dollars (\$1,000) for each day of each material breach, not to exceed three thousand dollars (\$3,000) for each occurrence of the material breach.
 - (c) For a third or further material breach of the same nature within 12 months, up to one thousand dollars (\$1,000) for each day of each material breach, not to exceed three thousand dollars (\$3,000) for each occurrence of the material breach.
- (5) Any monetary penalty imposed under this section may be appealed by the State Franchisee to the City Council. Appeals must be received in writing by the City Clerk within sixty (60) days of imposition of the penalty. The State Franchisee may present any relevant written or oral evidence of its choice. The City Council may uphold or reverse, in whole or in part, the imposition of the monetary penalties.

(F) The City Manager shall ensure PEG transmissions, content, and programming provided by the City to a State Franchisee is in a format compatible with the State Franchisee's system. In the alternative, the transmissions, content, and programming may be provided in a industry standard format, in accord with Public Utilities Code section 5870(g)(1).

(G) For the duration of any City-issued franchise, if that Franchisee has existing unsatisfied obligations under the franchise to pay to the City any cash payments for the ongoing costs of public, educational, and government access channel facilities or institutional networks, the fee payable by each City and State Franchisee shall be the Franchisee's pro rata per subscriber share of the cash payment required to be paid by the City franchisee to the City for the costs of PEG channel facilities.

- (1) Within 45 days of receipt of the notice required by Public Utilities Code section 5840(n), each City and State Franchisee must provide to the City Manager a written statement of the number of its subscribers within the Franchisee's service area in the City.
- (2) Within 45 days of receipt all Franchisee subscriber number statements, the City Manager must calculate the division of the cash payments among all City and State Franchisees, and provide written notice to each Franchisee of the Franchisee's share of the cash payment. This amount may expressed as a percentage of gross revenue or as an amount per subscriber, per month, or otherwise.

(H) Interconnection. To properly serve the City's interest in PEG programming, each State Franchisee and City Franchisee must comply with the PEG system interconnection requirements of Public Utility Code section 5870. The City Manager, or his or her designee, may make any interconnection determinations of the City under Public Utility Code section 5870, including requiring interconnection where the City Franchisee and State Franchisee fail to reach a mutually acceptable interconnection agreement."

SECTION 3: Repeal or amendment of any provision of the Oxnard Municipal Code herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDING. The City Council finds that this Ordinance is enacted to provide for ministerial franchise licensing and enforcement provisions under state law that are applicable to an existing cable facility. Therefore, it can be seen with certainty that there is no possibility that this Ordinance will cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore the adoption of this ordinance is not considered a project per Section 21065 of the California Environmental Quality Act (CEQA). Accordingly, adoption of the Ordinance is hereby deemed exempt from CEQA, as amended, per Section 15268 (ministerial projects), Section 15301 (existing facilities), and Section 15321 (enforcement actions by regulatory agencies) of the State CEQA Guidelines. Therefore, no environmental impact analysis is required.

SECTION 6: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Oxnard's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7: Ordinance No. _____ was first read on _____, 2008, and finally adopted on _____, 2008, to become effective thirty days thereafter.

AYES:

NOES:

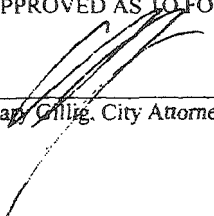
ABSENT:

Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary Gillig, City Attorney

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: City Manager
Project/Program
Manager: Greg Nyhoff

Date: October 7, 2014
Phone: _____

Reason for Appropriation:

Provide funding for City Council Chambers' audio and visual renovation

Accounts and Descriptions

AMOUNT

Fund: 371 - PEG FEES CAPITAL IMPROVEMENT FUND

COUNCIL CHAMBERS AUDIO / VISUAL UPGRADES (Project 151401)

311-1402-821.82-01	CONTRACTS AND SERVICES / SVCS-ARCHITECTURE/ENGR'G	48,360
311-1402-821.82-08	CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION	750,000
311-1402-821.88-02	RESERVES / FOR CONTINGENCIES	201,640
	Sub-total Expenditures	1,000,000

Net Change to Fund Balance (1,000,000)

Net Appropriation Change (1,000,000)

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT # 3
PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



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-2

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

DATE: September 30, 2014

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Operation of the Oxnard Public Access Channel (OPAC)

RECOMMENDATION

That the City Council receive the information and options presented regarding the outcome of the review of the Oxnard Public Access Channel (OPAC) Operations proposals by the Review Panel and provide direction to staff.

SUMMARY

BACKGROUND

On February 4, 2014, after receiving an update on the status of the OPAC Operations, the City Council directed staff to initiate a new Request for Proposal process (RFP/RFQ) and return to City Council with a draft RFP for their review and direction.

City Council reviewed the proposed draft RFP April 15, 2014, directed staff to make certain revisions and to invite proposals from qualified non-profit organizations for the operation of OPAC. The RFP was released by the Purchasing Division on June 13, 2014 to the public and interested parties. The RFP included a proposed timeline that included a six-week deadline for submission and 4-week window for proposal evaluation.

The City received three proposals. All three proposals were reviewed for completeness and responsiveness. One was deemed non-responsive due to lack of documentation.

The proposals from Oxnard Media Access Channel, Inc. (OMAC) and Josephine Memorial Foundation (JMF) were forwarded for review to a panel of 5 experts in the field of Public, Educational and Government (PEG) operations in the cities of Calabasas, Long Beach, Pasadena, Santa Barbara and West Hollywood. A teleconference with the panelists was held on September 24, 2014 to receive their scoring and comments.

SUBJECT: Operation of the Oxnard Public Access Channel

October 14, 2014

Page 2

DISCUSSION

The key areas of the proposals that were reviewed and scored by the panelists included: 1) Experience in public access operations and financial management; 2) Demonstrated Financial Resources or Plan to Generate Resources in year one; 3) Management Plan for Efficiency; 4) Plan for Retention and Development of Producers and Volunteers 5) Plan for Channel Administration, Oversight and Governance; 6) Plan to develop Partnerships with Community Groups, Nonprofit Groups and Government and; 7) Outreach and Marketing Plan for Public Access Services and Programming.

Josephine Memorial Foundation received an average score of 30 points out of 100. The panel found that although JMF outlined a competent video/broadcast production and financial management plan, their proposal did not demonstrate a strong understanding for the philosophy and principles regulating public access. The proposal focused too heavily on use of non-public access programming, leaving little time for community generated programming. The funding structure allowed for “advertising” sales and rental of public access funded facilities and equipment for commercial purposes, neither of which are allowed uses under the Digital Infrastructure and Video Competition Act (DIVCA) and California Public Utilities Commission (CPUC) rules. The panel expressed concerns that JMF’s proposal would make it very difficult to engage the community and really market public access.

Oxnard Media Access Channel received an average score of 68.8 out of 100. Overall, the panel felt that OMAC’s proposal demonstrated a clear grasp of public access principles and guidelines but presented some limitations that needed to be addressed. Their standard proposal needed more innovation in its approach and required an updated Equipment/Capital purchase plan both of which could provide for long term success/sustainability. More development around additional outreach methods was needed including social media, alternative distribution platforms, digital work flow implementation and grassroots marketing. Reliance on funding from Government/Foundation Grants was unrealistically high.

The following are some of City Council’s options:

- Select one of the two proposers to operate OPAC and direct staff to enter into negotiations with the selected proposer.
- Allow time for proposers to submit amended proposals to address the weaknesses in their proposals as identified by the review panel.
- Provide direction to staff regarding other alternatives Council decides to pursue.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 – OPAC RFP

Attachment #2 - Proposal from OMAC

Attachment #3 – Proposal from JMF

Attachment #4 – OPAC Review Panel Scores and Comments

Purchasing Division

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



June 13, 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 proposed Memorandum of Understanding, and insurance requirements. Proposers will be responsible to carefully examine the requirements contained herein.

A **mandatory pre-proposal** conference will be held on Friday, July 11, 2014 at 1:30 p.m. in the City of Oxnard Human Resources Activity Room, 300 W. Third Street (enter through 2nd Street Entrance).

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 Friday, July 25, 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,

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

Patricia Garcia
City of Oxnard
Buyer

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: July 25, 2014

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

Proposed Timeline

DATE	ACTIVITY
June 16, 2014	Release of Request for Proposal (RFP)
July 11, 2014	Mandatory Pre-Proposal Conference
July 17, 2014	Deadline for submission of written questions or request for clarifications
July 21, 2014	Response to written questions
July 25, 2014	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>4:00 P.M.</u>
July 28, 2014 to August 18, 2014	Proposal evaluation period
September 9, 2014	Operator selection

CITY OF OXNARD
REQUEST FOR PROPOSAL
OXNARD PUBLIC ACCESS CHANNEL OPERATIONS

	PAGE
INTRODUCTION	1
INSTRUCTIONS TO PROPOSERS	1
GENERAL TERMS AND CONDITIONS	3
SCOPE OF WORK	5
EVALUATION AND SELECTION CRITERIA	12
ATTACHMENTS	
PROPOSED MEMORANDUM OF UNDERSTANDING	A-1
EXHIBIT INS-B	INS-B-1

**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 the Oxnard Public Access Channel ("OPAC") 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 Memorandum of Understanding ("MOU") 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 no later than six (6) months from the effective date of the Memorandum of Understanding (MOU) with (2) scheduling of announcement and existing footage and broadcast and (3) the a timetable of subsequent phases for 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 MOU shall have an original term of three years. However, the City, at its sole and absolute discretion, may terminate the MOU 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 MOU.

In addition, the City shall have one option to extend the MOU 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., Friday, July 25, 2014.**

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 MOU the City enters into 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 MOU 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. EXECUTION OF MOU

The City will enter into the MOU with a responsive and responsible proposer whose proposal best meets the needs of the City. The MOU will incorporate all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the MOU, 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 enter into the MOU, or to procure or contract for services or goods.

Before entering into the MOU, 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 MOU

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

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 is made to the City Council.

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

Questions regarding this RFP shall be directed to:

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

**CITY OF OXNARD
REQUEST FOR PROPOSAL
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 MOU.
- B. The selected Proposer will be required to sign and be bound by MOU. Proposer must meet all insurance requirements set forth in the MOU (See attached MOU form and Sample Exhibit INS-B).

**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 the effective date of the MOU, 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. Outreach to and recruitment of community organizations and individuals.
 - b. Investigation and pursuit of alternative methods to transmit OPAC Programming, such as internet-based distribution.
 - c. Organized and regularly scheduled training for producers.
 - d. Check-out/in of equipment and reservation of facilities used by community producers.
 - e. Ensuring adequate staff or volunteer personnel are available to operate the studio and control room facilities as needed.
 - f. Preventive and corrective maintenance of facilities and equipment provided for use by community producers.
 - g. 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 in various languages

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 effective date of the MOU.

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 based 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 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.

**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

Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Friday, July 11, 2014 at 1:30 PM P.S.T., to be held at the Human Resources Activity Room, 300 W. Third Street (enter through 2nd Street Entrance). 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.

MOU Negotiation

The City will select a proposer with whom City staff shall commence 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 such terms cannot be satisfactorily negotiated in a reasonable time, the City at its sole discretion may terminate negotiations with the first selected proposer and begin negotiations with an alternate proposer.

**MEMORANDUM OF UNDERSTANDING
FOR OPERATION OF OXNARD PUBLIC ACCESS CHANNEL**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____ 2014 by and between the City of Oxnard, California, a municipal corporation, (the "City"), and _____, a California public benefit corporation and recognized 501(c)(3) tax-exempt organization in good standing (Federal Employer Identification Number _____, "Operator"), whose address is _____.

RECITALS

WHEREAS, public access channels are available for use by the general public, but are not mandated by Federal or State law. Rather, they are a right given to the City, as the franchising authority, which it may choose to exercise;

WHEREAS, unlike commercial television, the content of public access programming is intended to serve the City's residents and is only limited by the Federal, State and local rules and regulations, including that the programming be noncommercial;

WHEREAS, Oxnard Public Access Channel ("OPAC") is designated as Time Warner NY Cable LLC d/b/a Time Warner Cable Channel 25 and Verizon California, Inc. Channel 38, to give members of the Oxnard community the opportunity to write, produce, direct, and perform their own cable television programs free of charge. People who normally are not allowed easy access to the mass media find a powerful resource for local expression through public access. It is intended that a majority of public access programs transmitted on OPAC be produced locally by non-professionals;

WHEREAS, the City currently has sole control over the programming that appears on OPAC pursuant to California Public Utilities Code § 5870 and 47 USC § 531;

WHEREAS, production of non-governmental programming that is locally produced and is relevant to the residents of the City is of substantial benefit to its citizens;

WHEREAS, the City lacks the resources to produce and manage non-governmental local programming and wishes to utilize Operator's services to improve the quality and quantity of locally produced programming that appears on OPAC and facilitate access, training, education and support to the Oxnard community;

WHEREAS, the City believes that entering into a pilot program with Operator is the appropriate mechanism to determine whether authorizing a private party to provide such services is the best method to meet the City's needs;

WHEREAS, Operator has expertise in operating public access television facilities and producing local programming;

WHEREAS, Operator has submitted to the City a proposal (the "Proposal"), which is incorporated by this reference in full herein, to operate OPAC and assist City residents in producing programming on a trial basis; and

WHEREAS, Operator intends to fund OPAC operations and programming through underwriting, advertising, and sponsorship recognition.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

A. Scope of Services.

Operator shall perform the services set forth in its Proposal (hereinafter the "Services") in a professional manner and in accordance with the following provisions:

1. Hours of Programming. Operator shall air on OPAC at least 56 hours per week of video programming (the "Programming"). When calculating the hours of the Programming that Operator airs, advertising, underwriting, or sponsorship recognition shall be considered Programming for these purposes if it does not exceed 6 minutes per 30-minute transmission. For example, if Operator adds 6 minutes of advertising, underwriting or sponsorship recognition to a Programming segment that is 24 minutes in length, then Operator shall be considered to have aired 30 minutes of Programming. The Programming must be "non-commercial" within the meaning of California Public Utilities Code § 5870, of particular interest to Oxnard residents, and distinct from any programming which would appear on traditional commercial television.

2. Direct Contact With State Video Franchisees. Operator shall take all steps reasonably necessary to ensure that the Programming is timely and properly carried on OPAC by Time Warner NY Cable LLC d/b/a Time Warner Cable and Verizon California, Inc., ("State Video Franchisees") when such service becomes technically available. This includes arranging with the State Video Franchisees for the installation of any facility necessary for Operator to transmit the Programming to the State Video Franchisees to be aired on OPAC, timely transmitting the Programming, and promptly notifying the City if a State Video Franchisee fails to timely or professionally air the Programming. Operator shall ensure Programming is transmitted in a format compatible with each State Video Franchisee's system, or in an industry standard format, in accord with California Public Utilities Code § 5870(g)(1).

3. Facility to Produce Quality Local Programming. Operator shall make available to the organizations and individuals specified in Paragraph A(9) of this MOU the necessary equipment, resources and training to produce Programming and use OPAC to effectively convey their messages. Operator acknowledges that a State Video Franchisee is under no obligation to make available production facilities or equipment, including the facility located at 721 Maulhardt Avenue Oxnard, CA. 93030. The Programming must be of a contemporary quality and of the highest standard for non-commercial television material, and shall be produced in partnership with Oxnard residents and/or community organizations in order to promote civic dialogue on issues of importance to members of the Oxnard community. Operator shall conduct outreach to the various segments of the public in a way which encourages a diversity of programming to meet the needs of the Oxnard community

4. Preemption of Programming. Notwithstanding any other provision of this MOU, if the City wishes to override any Programming to provide information, news, or programming which the City reasonably deems to be of broad community interest, which includes, but is not limited to a transmission of any City Council meeting, or meeting of any other governmental body, the City may do so. If this occurs, then Operator's obligation to air 56 hours of Programming per week is decreased by the total length of time that the City overrides any Programming pursuant to this Paragraph A(4).

5. City Has Discretion to Remove Programming. If, in its sole and unfettered discretion, the City determines that particular Programming is not consistent with the terms of this MOU, the City may unilaterally require Operator to not air that Programming. If the City opts to require Operator to not air that Programming, and there is substantial evidence that the City's decision was reasonable, then the

prohibited Programming shall not count toward the minimum requirement to air 56 hours per week of Programming.

6. Compliance with Laws and Local Regulations. All Programming and all of Operator's operations must comply with all federal, state, and local laws, regulations and authorities addressing access or transmission requirements, including 18 USC § 1468 regarding distribution of obscene material over a cable system.

7. Compliance with Policies and Procedures Manual. Within six (6) months of the date this MOU is approved by the City Council of the City, Operator shall submit for City review and approval a policies and procedures manual (the "Manual"), which shall include non-discriminatory practices for the use and access to facilities and resources designated for the production of Programming and ensure Oxnard residents have fair and equitable access to and use of OPAC facilities and services free of charge. The Manual shall also provide policies for the scheduling of Programming transmitted on OPAC, including scheduling priority for locally-produced Programming. The City or Operator may amend the Manual from time to time, and any such amendments shall take effect thirty (30) days after adoption by the City Council. Prior to the effective date of an amendment to the Manual, any actions taken by Operator that are consistent with the prior Manual procedures, but inconsistent with said amendment, shall not constitute a material breach of this MOU. Thereafter, Operator shall fully comply with the amended Manual.

8. Non-Offensive and Non-Partisan. The Programming must be non-offensive to the reasonable viewer. Political issues may be discussed as part of the Programming, so long as such Programming is non-partisan and objective in its presentation of the issues. In no event shall any advertising, underwriting or sponsorship recognition in any way relate to any political matter, including any campaign, unless doing so is legally required and Operator notified the City in writing that it is legally required to allow such advertising, underwriting or sponsorship recognition.

9. Locally Produced. One hundred percent (100%) of all Programming shall be "locally produced video programming" as that term is defined in California Public Utilities Code § 5870(d)(2), with the City of Oxnard as the applicable franchise area.

10. Community Bulletin Board and Online Resource. Operator shall air information on OPAC about City services and Oxnard community events using a text and graphics community bulletin board to display messages to the public. Messages should address events and activities of interest to the Oxnard community and must meet all applicable policies and procedures set forth in the Manual. Operator shall update community bulletin board information on a weekly basis. The community bulletin board shall also advertise the OPAC Programming schedule. Operator shall also develop an online resource (i.e., website) that provides detailed and updated news and information regarding OPAC, including outreach, trainings, facilities, services, and Programming schedule. Operator shall investigate and pursue alternative methods to transmit OPAC Programming, such as internet-based distribution.

B. Grants, Funding, Advertising, Underwriting or Sponsorship Recognition.

Operator shall diligently pursue available grants and funding to pay for facilities, equipment, equipment maintenance, utilities, staff, and organizing volunteers for OPAC. To fund OPAC-related activities, Operator may interrupt Programming for a maximum of six minutes of every 30 minute segment of Programming with "advertising, underwriting, or sponsorship recognition" within the meaning of California Public Utilities Code § 5870(b). If and when, in a particular quarter, after expenses, Operator makes a profit from "advertising, underwriting or sponsorship recognition," Operator may keep those profits to the extent that doing so would not cause Operator to have, calculated since the inception of the MOU, obtained a profit from operating pursuant to this MOU. To the extent that there are any

excess profits, such profits shall be deposited with the City for use only for activities authorized by California Public Utilities Code § 5870.

C. Management Standards and Provision of Information.

Operator shall maintain generally accepted accounting, budgeting, and business systems and practices for the operation, protection, investment, oversight and management of OPAC resources. At such times and in such forms as the City may require, the City shall be promptly furnished with such statements, records, reports, data and information, as the City may request pertaining to matters covered by this MOU, including State and Federal tax returns filed by Operator, as well as documents governing Operator's operations, such as Operator's bylaws, rules and procedures for the production of Programming, and policies relating to advertising, underwriting or sponsorship recognition. The City shall have the right to audit all information reasonably related to this MOU. Unless authorized by the City, Operator will not release any information concerning the work product including any reports or other documents prepared pursuant to the MOU until the final product is submitted to the City. Unless expressly waived by the City in writing, Operator shall provide to the City the following documentation on a quarterly basis:

1. Programming: Listing of the Programming (including identification of locally produced Programming), and other relevant activities.
2. Income Statement: An income statement detailing OPAC's activities.
3. Balance Sheet: A balance sheet detailing OPAC's activities.
4. Organizational charts detailing management responsibilities.
5. Projections: A written summary of projected income, funding strategies, operating expenses, and Programming.
6. Performance Reports: Written report detailing compliance with the requirements and purposes of this MOU.

In addition, Operator shall provide to the City by January 31 of each year this MOU is in effect, an annual report that shall include, but not be limited to, a summary for the prior calendar year of Operator's budget, Programming produced, public outreach efforts, and any other indicators of services provided; and projections and goals for the current calendar year.

D. Record Retention.

Records shall be maintained by Operator in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this MOU. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years. All documents provided to the City pursuant to this MOU shall be considered Public Records.

E. Term.

This MOU shall be effective on the first date that signatures of authorized representatives are affixed to this MOU (the "Effective Date"). This MOU shall terminate three (3) years after the Effective Date, provided the City Council has approved the Manual within one (1) year after the Effective Date. If the City Council has not approved the Manual within such time, this MOU shall terminate one (1) year after the Effective Date. Upon termination of this MOU, Operator shall cease to be City's designee for purposes of providing public access Programming pursuant to California Public Utilities Code § 5870(b) and shall have no right to transmit Programming on OPAC.

F. Effect on Future Negotiations.

The parties agree that in no event shall the existence of this MOU suggest that the City will in the future opt to authorize any party, including Operator, to create Programming to appear on OPAC. Operator, on behalf of itself, and any party providing Services pursuant to this MOU, expressly disclaims any right, either by law or equity, to obtain any recompense regarding any City decision on whether and how to provide any Programming at the termination of this MOU, regardless of any future oral communications between the parties.

G. Personnel.

1. Operator Provides Own Personnel. Operator represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this MOU. Any work performed by such personnel shall be considered as completed by independent contractors and not by employees of the City.

2. Services Provided Only by Operator. All the Services required hereunder will be performed by Operator or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

H. Insurance and Indemnification.

1. Insurance Required. Operator shall obtain and maintain during the performance of the Services under this MOU the insurance coverage as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Operator obtain and maintain such insurance coverage. Such insurance shall also include broadcasting liability (media perils) coverage with liability limits in amounts not less than two million dollars (\$2,000,000) per occurrence insuring against claims arising from broadcast, utterance, dissemination, or publication of any kind by any method, including but not limited to claims for libel, slander, defamation or any invasions of rights or privacy. Operator shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage required by this Paragraph H(1) as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B. Maintenance of proper insurance coverage by Operator is a material element of this MOU. Operator's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this MOU.

2. Indemnity.

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

b. The duty to defend is a separate and distinct obligation from Operator's duty to indemnify. Operator shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Operator of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An

allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Operator from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Operator asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Operator may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

I. Publication, Reproduction and Use of Material.

Operator shall hold the copyright for all Programming. The City shall have an unrestricted license to broadcast, publish, disclose, distribute and otherwise use, in whole or in part, any Programming prepared under this MOU. Such license will continue after the termination of the MOU.

J. Termination for Cause.

If, through any cause, Operator fails to fulfill in a timely and proper manner its obligations under this MOU or if Operator violates any of the covenants, agreements, or stipulations of this MOU, the City may provide Operator with written notice of such violation(s). If Operator fails to diligently pursue a cure of all such violation(s) within fourteen (14) days of its receipt of such notice, or if, for any reason, all such violation(s) are not cured within thirty (30) days of receipt of the written notice, the City may terminate this MOU by giving ten (10) days written notice to Operator of such termination and specifying the effective date of such termination. In this event, Operator shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this MOU by Operator.

K. Miscellaneous Provisions

1. Independent Contractor. Neither Operator, its affiliates, subsidiaries, or any other party related to Operator, including any of their employees, agents or assigns, shall be considered to be employees of the City of Oxnard for any purpose whatsoever. Rather, Operator, and any other party performing any duty relating to this MOU shall be an independent contractor. Operator further agrees that neither it nor its employees, agents or assigns are entitled to any benefits from the City unless expressly authorized pursuant to this MOU.

2. Discrimination Prohibited. In performing the Services required hereunder, Operator shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act, gender, veterans status, sexual orientation, gender identity or medical condition.

3. Assignment. Operator shall not assign any interest in this MOU and shall not transfer any interest in this MOU (whether by assignment or notation), without the prior written consent of the City.

4. Construction and Severability. If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.

5. Notices.

Any notices to Operator may be delivered personally or by mail addressed _____
Attention: _____

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Manager's Communication and Public Information Office, 300 W. Third Street, Fourth Floor, Oxnard, California 93030, Attention: Christina Aerenlund, Public Information Officer.

6. Entire MOU. This MOU contains the entire MOU of the parties and supersedes any and all other agreements or understandings, oral or written. To the extent the provisions of this MOU are inconsistent or in conflict with the Proposal, the provisions of this MOU shall govern and prevail.

7. Amendment. City and Operator agree that the terms and conditions of the MOU may be reviewed or modified at any time. Any modifications to this MOU, however, shall be effective only when agreed upon in writing by both the City and Operator.

8. Authority. The person signing this MOU for Operator hereby represents and warrants that he/she is fully authorized to sign this MOU on behalf of Operator and to bind Operator to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the City and Operator have executed this MOU as of the date first above written.

CITY OF OXNARD

OPERATOR

Tim Flynn, Mayor

(Name of Operator)

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Greg Nyhoff, City Manager

Christina Aerenlund, PIO
Project Manager

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS MADE [X] OCCUR [X] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMPROP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	BROADCASTING LIABILITY (MEDIA PERILS) COVERAGE WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN TWO MILLION DOLLARS (\$2,000,000) PER OCCURRENCE INSURING AGAINST CLAIMS ARISING FROM BROADCAST, UTTERANCE, DISSEMINATION OR PUBLICATION OF ANY KIND BY ANY METHOD, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LIBEL, SLANDER, DEFAMATION OR ANY INVASIONS OF RIGHTS OR PRIVACY				EACH OCCURRENCE \$2,000,000

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits	
Telephone: _____ NAMED INSURED	Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____		
TYPE OF INSURANCE COMMERCIAL AUTO POLICY _____ BUSINESS AUTO POLICY _____ OTHER _____		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE Broker/Agent _____ Underwriter _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

OMAC

Oxnard Media Access Channel, Inc.

The founding mission of OMAC is to provide a powerful voice to the community through public access television and electronic media.

OMAC is a tax-exempt nonprofit corporation under IRS Code 501(c)(3). OMAC is operated as a public service for the residents of the City of Oxnard. OMAC will provide the necessary equipment, resources, and training to enable individuals, institutions, and community organizations the capability to create and distribute noncommercial community programming.

OMAC

Oxnard Media Access Channel, Inc.

RFP PROPOSAL

*In order to comply with best practices,
we have devised the proposal to conform
to the community's needs for fairness,
transparency and avoidance of
commercial influence and pressures.*

This Proposal and all associated documents are the sole proprietary
intellectual property of Oxnard Media Access Channel, Inc.

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SECTION 1 - INTRODUCTION

OMAC submits this proposal in response to the City of Oxnard's RFP for operation of the public access channels provided by the CATV franchisees.

SECTION 2 - EXECUTIVE SUMMARY

We live in an age where big corporations determine everything we see on television. Although the internet has given many people unlimited options for news and entertainment, it is still television that delivers the powerful ideas, images and messages to the 21st century urban dweller.

OMAC plans to make public access television the primary local television source for Oxnard's diverse community groups, political forums, parades, festivals, local news, live music and much more. We will provide a strong multimedia digital presence to groups and individuals involved with youth, seniors, the disabled, labor, faith, culture, ethnic diversity, politics, social justice, the peace movement, the environment, the arts and many other points of view and interests of people who could never gain access to the television media in any other way.

Through specialty programming, fundraising events and outside sponsorships, we will develop revenue streams for the channel in addition to those provided by the cable operator that, at the same time, will also serve to help train individuals for possible careers in broadcasting.

SECTION 3 - DEFINITIONS

- a) **OMAC** shall mean Oxnard Media Access Channel.
- b) **RFP** shall mean Request for Proposal.
- c) **Applicant** shall mean any entity that has submitted a proposal or bid in response to the RFP.
- d) **Competing Applicants** shall mean all entities other than OMAC that have submitted proposals in response to the RFP.
- e) **Winning Applicant** shall mean the entity submitting what the RFP refers to as the "successful submission," which the Evaluators shall choose.
- f) **Evaluators** shall mean the "committee for review and evaluation" cited in the RFP, along with any other City employee, agent, or advisor, or any other person that has influence in the selection of the Winning Applicant.
- g) **FCC** shall mean the Federal Communications Commission.
- h) **PEG Channels** shall mean public, educational, and government access channels.
- i) **Channels** shall mean all channels that the RFP refers to as the public access channels.

SECTION 4 - OMAC'S MISSION

The founding mission of OMAC is to provide a powerful voice to the community through public access television and electronic media.

Our purpose is to ensure the ability of residents to exercise their First Amendment rights through the medium of public access television and to create opportunities for mutual communication, education, artistic expression and other uses of video facilities on an open, uncensored and equitable basis. OMAC exists to put the power of the media in the hands of the people. By offering low-cost media production classes and making production equipment and facilities easily accessible, OMAC encourages every member of the community to tell their story.

SECTION 5 - PUBLIC ACCESS OPERATIONS AND MANAGEMENT

Beginning as soon as possible, OMAC will be prepared to begin implementation of a primary level of service as described in the RFP. The primary service level includes, but are not necessarily limited to, the following:

- Scheduling of programs produced by public access producers and providing basic maintenance of related equipment;
- Development and retention of certified producers, and assistance in producing initial and subsequent Public Access Programming;
- Administration, oversight, and enforcement of channel facilities and policies.

In the event the funding is secured we plan to be able provide all of the enhanced levels of services within the scope of the contract after receiving the necessary funding. The enhanced service level includes, but are not necessarily limited to, the following:

- Organized and regularly scheduled training for Producers;
- Check-out/in of equipment and reservation of facilities used by community producers;
- Ensuring adequate staff or volunteer personnel are available to operate the studio and control room facilities as needed;
- Preventive and corrective maintenance of facilities and equipment provided for use by community producers;
- Outreach to and recruitment of community organizations and individuals.

Hours of Operation

OMAC plans to have the facility open at least seven (7) hours per day and at least five (5) days a week as staffing and funding allow.

Staff

Within our funding limits, OMAC will operate with:

- One full-time paid Executive Director;
- One full-time paid Station Manager/Technician;

- One full-time Receptionist;
- Staff as needed.

As more funding is secured, OMAC intends to grow its revenues and organizational capacity to provide the enhanced levels of service and potentially including the following personnel:

- Ten (10) part-time volunteers and unpaid interns;
- One part-time paid Channel Manager;
- One part-time paid Business Manager;
- One part-time paid Director of Technical Services;
- One full-time paid Technician;
- One part-time paid Director of Marketing;
- One part-time paid Community Relations Coordinator;
- One part-time paid Outreach Coordinator;
- One part-time paid Training Coordinator;
- One administrative assistant;
- One grant writer/consultant;
- One janitor.

SECTION 5.01 - BOARD OF DIRECTORS

OMAC currently has seven board members. If OMAC is the winning applicant, we will expand our Board of Directors to up to fifteen members and include others with broad experience in the field of television and electronic communication and FCC communication law. Each of these members of the Board of Directors will volunteer an average of 4 hours per month towards developing, constructing, and sustaining the station.

SECTION 5.02 - EXECUTIVE DIRECTOR / GENERAL MANAGER

OMAC will have an Executive Director/General Manager who will be responsible for the day-to-day operations of the facility. He or She will work under the direction of the Board of Directors and is primarily responsible to carry out the strategic plans and policies as established by the Board to run the station. The Executive Director/General Manager will:

- Support operations and administration of the Board by advising and informing the Board members and interfacing between Board, staff and producers and will effectively manage the human resources of the organization according to authorized personnel policies and procedures that fully conform to the RFP specifications and current laws and regulations;
- Insures the organization and its mission, programs, and services are consistently presented in a strong, positive image to relevant stakeholders;
- Oversees fundraising planning and implementation, including identifying resource requirements, researching funding sources, establishing strategies to approach funders, submitting proposals and administering fundraising records and documentation;
- Recommend an annual budget for Board approval and prudently manage the organization's resources within those budget guidelines according to the RFP and current laws and regulations.

SECTION 5.03 – STATION MANAGER

Our station manager will have the experience and ability to schedule and prioritize content as provided for in our Proposal. The manager will provide the logistical and management skills to multi-task the duties necessary to keep on-air programming running smoothly and without interruption. This person will maintain all playback records and archival logs in compliance with FCC and State PUC legal requirements. This will allow the Operator to fully respond with corroborating records to any inquiries about previously aired programs. The station manager will compile a programming schedule and disseminate it via multiple media platforms to provide viewership and community support.

SECTION 5.04 - ETHICS

At all times OMAC will observe the most professional and ethical human resources practices to ensure that the Channels are operated by the most qualified and professional people available.

SECTION 6 - POLICIES AND PROCEDURES

OMAC will make the Channels available for use and programming by the general public in a fair, transparent, non-partisan, and non-discriminatory fashion subject to the following rules, requirements, and guidelines:

All those who plan to submit or produce programming must establish their eligibility by the meeting the following criterion:

- **Residency:** All persons who live or work in the Channel's service area, and/or those producing programs for organizations within the service area, are eligible to use OMAC's facilities. Any sponsoring organizations must provide a letter stating that it is within the Channel's service area and that it has entered into an agreement with the producer;
- **Age:** All persons 18 years or older satisfy the age requirement. A younger person may gain access if an adult parent or legal guardian assumes legal responsibility and supervises the minor when OMAC equipment is used. A younger person may also gain access through a specially sponsored youth program;
- All those who submit programming must submit a program proposal on our standardized form.

If using our facilities and/or equipment, the following are required:

- Reading, abiding by, and signing a Producer Agreement outlining accountabilities, responsibilities, and liabilities while using the system. Minors must have a parent, guardian or adult (if the minor is part of a group) sign for them;
- All users must complete appropriate training before using any OMAC production equipment or facilities. Users must pay the nominal class and equipment use fees (reduced fees available for low income persons) or volunteer time in lieu of payment;
- Access to OMAC facilities is subject to denial if the guest is physically threatening to anyone on premises or is reckless or abusive with OMAC equipment.

OMAC will not air material that:

- Violates statutory or common law copyrights;
- Advertises or promotes any commercial product or service;
- Is libelous, slanderous, or otherwise defamatory, or constitutes an unlawful invasion of privacy;
- Violates any state or federal law relating to obscenity.

SECTION 6.01 - PROPOSED PROGRAMMING

In the event that either or both:

- The general public does not submit, produce, furnish, refer, recommend, or otherwise make available programming of sufficient aggregate length to adequately fill the station's programming schedule, or
- The Evaluators decide to disregard the aforementioned warning of the legal requirement that rules governing the use of PEG channels must be non-content-based.

OMAC submits for consideration the outline of proposed programming to supplement any programming supplied by and aired on behalf of the general public. This is the kind of healthy programming that we seek to emulate:

- Local government and public affairs programming;
- Documentaries concerning local history;
- Journalism, both objective and editorial, regarding local current events and public affairs;
- Presentations, meetings, and events locally staged by non-profit groups;
- Programming concerning local political, social, economic, labor-related, environmental, agricultural, health-related, and other important issues and affairs;
- Local arts, cultural, and entertainment programming;
Local arts, including but not limited to the disciplines of stage, film, music, literature, poetry, visual arts, multimedia, and crafts;
- Local parades and other public entertainment events including but not limited to concerts, dances, plays, and recitals;
- Local non-English language programming;
- Local sports programming;
- Presentation of local games, matches, and other such sporting competitions in the youth, high-school, collegiate, amateur, semi-pro and professional arenas;
- Analysis of and reporting on the competitions listed above, and their respective players, coaches, managers, and other relevant figures;
- Similar presentation, analysis, and coverage of individual and non-competitive sports;
- Local youth programming: reserved for and emphasizing the interests of minors and other persons less than twenty-five years of age;
- Local spiritual programming: OMAC will be steadfastly non-sectarian, but its facilities will be made available to houses of worship of all denominations;
- Regional, state, national, and world government and public affairs programming.

SECTION 7 - BUDGET PLANNING AND IMPLEMENTATION

OMAC has prepared a one (1) year budget. The budget reflects personnel and corporate business costs, including insurance and bonding expenses, as well as expenditures for the initial implementation of the OMAC Business Plan.

SECTION 8 – FUNDRAISING AND REVENUE DEVELOPMENT

OMAC has identified nine (9) revenue streams that will produce additional revenue for the channel outside the PEG franchise fees. OMAC will continually grow its revenue streams over time in an on-going effort to increase its organizational capacity and in order to better serve the community. Said revenue streams are as follows:

- 1. Specialty Event Programming:** Many of Oxnard's large parades, festivals and unique ethnic and cultural events that were featured on local television in the past can now not afford the costs involved. OMAC will take advantage of this situation by presenting an option for video production and airing of these events at an affordable rate. These same opportunities will be used as "in the field" training and experience for the interns and volunteers working at the channels to hone their craft and develop their skills for real world possibilities.
- 2. Potential Web subscriptions and pay-per-view access to the web video archive:** Programming will be made freely available on OMAC's YouTube channel, while all programming more than 30 days old will be accessible either on an a la carte, pay-per-view basis, or on an unlimited basis to subscribers. Rates to view archived programs are TBD.
- 3. Direct public support:** OMAC is a 501(c)(3) tax-exempt public non-profit and will conduct fundraising campaigns on an ongoing basis. We plan to have fundraising event parties, a Public Access Film Festival, and various other events that will help us raise funds and build membership.
- 4. Media production classes:** OMAC will present media production classes for the public. We will promote the model where people create content on their computers and send it in to the channel. We will provide low cost classes to the public and teach them how to create content for the channel. The proposed classes and their respective rates will be determined.
- 5. Membership:** Several classes of membership will be available and we assume the membership rate to range from \$20-35 per year. Members will be entitled to discounted classes and the right to reserve and use OMAC equipment.
- 6. Equipment, facilities, and technician rentals to non-members/non-volunteers:** While OMAC members, volunteers, and trainees are entitled to reserve and use free of charge for non-commercial uses, equipment rentals for commercial purposes will provide a steady source of income for OMAC. Daily rental rates are initially figured at five (5) percent the cost of the equipment plus ten dollars per item.
- 7. Sales of copies of programming on traditional media (DVD, VHS, etc.):** Copies of archived programming will be available on legacy formats.
- 8. Private Grants:** OMAC expects to actively seek grants; potential grantors include:

Attachment No. 2

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- The William and Flora Hewlett Foundation
- The David and Lucile Packard Foundation
- The California Endowment

9. Government grants: OMAC will seek to apply for applicable grants from all levels of city, state and federal funding sources.

SECTION 9 - COLLABORATION

In the spirit of the above Section, OMAC encourages a collaborative effort regardless of the decision made by the Evaluators, and in what it considers the likely event that its proposal shall be selected by the Evaluators, OMAC invites all competing Applicants, including their principals, volunteers, financial and in-kind benefactors, to join OMAC in the development and long-term operation of the Channels.

OMAC will also seek to partner and collaborate with the area's schools, community colleges, universities, non-profit organizations, houses of worship, and businesses to promote media literacy and media participation for and by as many citizens as possible. We will seek to partner with other PEG Channel operators throughout the country and will join the Alliance for Community Media upon being deemed the Winning Applicant.

SECTION 10 - TRAINING AND RETENTION OF COMMUNITY PRODUCERS

OMAC believes very strongly that the producers are the greatest assets the channel has. OMAC is strongly committed to retaining all producers that are currently involved with public access and to give them a major role in the direction we take. We will update the training programs that help producers create their content and keep high quality, well produced programming on the channel. We will also update training models to keep the producers sharp and aware of new technologies where they can integrate their programming with the free opportunities on the Internet.

We will encourage all the current producers to come together to create and actively participate in a Public Access Producers Council that will organize the producers in a cohesive group that can effectively represent their interest to the Board of Directors. The Producers Council may have a seat on the OMAC Board of Directors to ensure that points of view and interest of the producers are always represented and considered as we move forward to reshape the public access television experience in Oxnard.

SECTION 11 - PUBLIC RELATIONS AND COMMUNITY OUTREACH

OMAC plans to reach out and partner directly with the community groups and active neighborhood councils. We plan to connect with the neighborhood and senior community centers throughout Oxnard to have programming originate from their centers. This will build a strong relationship between Public Access television and the community. We will work directly with many of the diverse community leaders and use the channels to help fulfill its mission to provide a powerful voice to the community through public access television and electronic media. OMAC will be supported with a web site where the public can get information, express their opinions and view the programming. As additional funding is secured, OMAC will have an

OMAC PROPOSAL

Outreach Coordinator that will coordinate our outreach efforts and work to bring in those community groups, organizations and individuals that will become involved in the reshaping of Public Access Television in Oxnard.

OMAC will provide a current and consistently running bulletin board that will provide the community with a current listing of community events, business activities, and public meetings. This bulletin board will provide the opportunity for the residents of the City of Oxnard to post essential information that they feel the community should be aware of and also for local non-profit organizations and businesses to post all of their upcoming events.

SECTION 12 - FAMILIARITY OF FEDERAL, STATE AND LOCAL GOVERNMENT REGULATIONS OF THE COMMUNICATIONS INDUSTRY AND WITH RELATED STATUTES, ORDINANCES, REGULATIONS AND CASE LAW

OMAC will conform to the local, state and federal laws governing the communications industry.

SECTION 13 - POINT OF CONTACT

OMAC Chairman of the Board,
Mr. George Sorkin,
805-509-2614
gsorkin@msn.com

SECTION 14 - SCHEDULE OF EXHIBITS

OMAC attaches exhibits hereto in accordance with the following schedule:

- OMAC Proposal, Executive Summary and Appendices;
- OMAC Policy Manual;
- Articles of Incorporation;
- OMAC By-laws;
- Executive Director Resume;
- Station Manager Resume;
- Membership and Content Producer Forms;
- Equipment List;
- Two Year Budget and Business Plan.

SECTION 15 - CERTIFICATION

I certify that the statements in this proposal are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

George Sorkin, Chairman of the Board, OMAC

Date

SECTION 16 – APPENDIX**SECTION 16.01 – OMAC'S STATEMENT OF PURPOSE**

1. To support, manage, promote, produce, and distribute noncommercial community based media programs.
2. To provide institutions, agencies, organizations, and individuals with a Community Media Center and other necessary equipment, resources, and training to create and distribute noncommercial community programming and information.
3. To develop and promote the use of community media access resources in a nondiscriminatory manner and to ensure that no individual is discriminated against with regard to membership, services, access to information or any activity because of race, national origin, sex, age, sexual orientation, religion, disability, political affiliation, or economic status.
4. To encourage coordination with other content providers and organizations.
5. To encourage the use of community media resources among a wide range of individuals, organizations and institutions within the City of Oxnard.
6. To facilitate the use of access channels (bandwidth) as a public forum, which promotes a free exchange of ideas and information.
7. To serve access viewers with programming and information reflecting the activities, concerns, and interests of the residents of Oxnard in a manner that promotes a free exchange of ideas and information.
8. To assure that no censorship over program content on the access channel(s) exists, except as necessary to comply with the Cable Communications Policy Act of 1984, as amended, (or the corresponding provision of any future federal cable television or applicable telecommunications law) and other applicable Federal, state, or local laws.
9. To perform such duties and functions relative to community-based noncommercial uses of the cable communication systems as may be appropriate to maximize the benefit to individuals, institutions and other organizations within the City of Oxnard.
10. To determine and conduct or support any and all other lawful activities in furtherance of the foregoing charitable and educational purposes either manifest or latent.

SECTION 16.02 – OMAC'S BOARD OF DIRECTORS

Our Board is keenly aware of the importance of daily interaction with our viewers, producers, government and educational collaborators and financial supporters. All of us are stakeholders involved in the success and continued operation of this channel. We, the OMAC Board, are fully committed to meeting and exceeding the demands of our stakeholders.

OMAC, Inc. has an approved set of by-laws that determine how the organization operates and governs itself. The by-laws authorize a specific number of board members, including designated slots for active producers and for cable company and government representation, if they so request. All Board meetings and all committee meetings are open to the public.

The OMAC Board of Directors is a group of like-minded Oxnard residents whose main goal is to return community television to channel 25. We request the City's assistance in restoring channel 25 to full operational capacity. Since December 31, 2008 channel 25 has been down and there has been no local programming for the Oxnard community.

The OMAC Board of Directors will strive to provide television production training for the youth and young adults of the City of Oxnard. The deliverables that the City of Oxnard will receive

are eight hours of daily community television broadcasting. Trained adult staff members would provide this 365 days of the year. The additional educational component will be a value added extra that will benefit our community. This type of creative program development is organic and will grow to fit the skills, talents, and needs of the community.

SECTION 16.03 - SERVICES PROVIDED, CLASSES

Producer Basics: Training overview, equipment overview, camera set-up, cord wrapping, pre-production planning, short review quiz, check-out procedures, audio, lighting, practice shoots, a class project and critiquing footage.

This is the first step to becoming an OMAC Producer. This class teaches you to prepare for a production in the studio or on location. It covers subjects such as pre-production planning, set design and the art of self-promotion. This class is taught as a series and is held in three consecutive sessions.

Camera: This workshop is only required for members wishing to use camera equipment at OMAC. This class is taught as a series and is held in three consecutive sessions. To be certified on the camera units, you must be able to attend all three sessions in a row and pass the OMAC Certification Test.

Editing: In this class you will learn how to create and edit your own original productions with easy-to-use non-linear software. This class is taught as a series and is held in three consecutive sessions. This will offer many techniques for editing your video and audio clips. You can also easily add transitions between clips, or at the beginning or end of your production. This non-linear program also allows you to add video effects to your project. If you are ready to move into the digital age of editing, then these classes are for you.

Studio Production: This class is highly recommended but not required. Studio Production is taught as a series of three consecutive classes, each covering a different aspect of studio production. Each class is three hours in length. To be able to use the Studio for production purposes, you must attend all three classes consecutively and obtain certification.

Non-Profits and Businesses: We offer both low cost training for both local Non-Profit Organizations and local Businesses. Additionally we offer low cost Productions-for-Hire to both the local Non-Profit Organizations and local Businesses.

Web Design and Webcasting: OMAC provides Web Design services as well as providing live online broadcast coverage of events and live web-streaming and interactive video-on-demand for government and non-profit clients.

SECTION 16.04 – WHAT IS PEG ACCESS?

“Not your corporate media”

- Public meetings
- Local events, festivals and parades
- Youth created content (media literacy)
- Live local sports events
- Concerts and performances
- Community debates and forums
- Distance learning classes
- Programs/content for, by and about the people of the Oxnard Community

What is a Community Media Center?

Community Media Centers have characteristics like:

- Library
- Community Center
- Adult Education Center
- Diversity of distribution networks and connectivity
- Television production training
- Multiple media: video, graphics, data, audio
- Community collaborations

Diversity of Distribution Networks

- Cable, Internet and other Wide Area Networks
- Radio
- Over-the-air television
- Video tape/DVD distribution
- Social media

Programming

- Community-wide cable programs
- Interactive/Multimedia
- Grant-funded programming
- Long-term collaborative projects
- Process video

Training

- Video production training
- Computer literacy training
- Job training
- Video as a curriculum tool
- Media literacy
- Effective communication

Collaborations

- Broad community representation
- Technical assistance to NPO's and community groups

- Community-wide projects
- Inter-institutional collaborations

How Are Community Groups and Institutions Using Access in Other Cities?

- Informational programs about services
- Client volunteer recruitment
- Advocacy
- Discuss and debate community issues
- To raise the level of civic involvement
- Public relations
- Training and education
- Community events, parades, celebrations
- Performing arts
- Local sports of all types

What Other Services Can OMAC Provide?

- Public Education about using media for community purposes
- Bi-Lingual training classes
- Community outreach and community service
- Assistance in producing programs
- Production of special events for the community, government and schools.
- Volunteer recruitment
- Up-to-date information on state and federal issues that affect PEG access/OMAC
- Scheduling and broadcasting local community programming
- Internships

SECTION 16.05 – FUND RAISING

Why do we need to raise funds?

- Pay expenses;
- Training, equipment: upgrades, HD, Props;
- Growth & stability;
- Bring in volunteers but rely less on volunteers;
- Make this the voice of Ventura County and beyond--getting information out to the public candidates' forums, flagship program;
- Potential for education, public info.

Who is the best audience to address?

- Nonprofits;
- PSA days;
- Businesses;
- Foundations—underwriters;
- Public;
- Producers are already supporting, resource;
- Stimulus money;
- Government;
- Service;
- Schools.

Could we combine efforts with other nonprofits to maximize the potential?

- Fair documentary for advertising;
- Direct show from fair;
- Telethon for interested nonprofits;
- Children programs--First Five;
- Humane society;
- RiverRidge exchange;
- Ventura Opportunity Center;
- Community Resource Centers;
- MSEF, Opportunity Center, COS, Parks and Recreation, Seniors, Schools.

Why do we need to do to advertise our need?

- Need to attract sponsors;
- Need to provide value added for participation;
- Telethons;
- Public Service Announcements.

SECTION 16.06 - UNDERWRITING WITH OMAC

- OMAC is local community television.
- OMAC cablecasts 24 hours a day.
- OMAC reaches the entire Oxnard community. Anyone can "tune-in" to what's happening in their community.
- OMAC is the only station that features local news, local events and local folks.
- OMAC provides the spirit of the Oxnard community.

What is Underwriting?

- Underwriting is an effective alternative to commercial advertising.
- Underwriting is a sponsorship of non-commercial local television programming.
- Your business (the underwriter) makes a tax deductible contribution to OMAC and the television station creates a video "thank you" featuring the sponsor on air.
- In addition to appearing on air, your business will be listed on OMAC's website as well as posted on the OMAC Bulletin Board which airs daily.
- Your investment in OMAC as an underwriter will not only benefit your business, it will benefit the entire community!

Annual Underwriting

Underwriting on an "annual plan" provides your organization with a customized 30-second video to be aired a minimum of three times weekly (one prime time play PLUS two plays during daytime hours) on Channel 25. Your spot will also be available as streaming media, hosted by the OMAC website.

- TBD Annual (paid in full)
- TBD Quarterly (4 times per year)
- TBD Monthly

Underwriting With a Selected Program

- Underwriting with a "selected program" entitles you to receive a verbal "Thank You" at the end of a program of your choosing.
- This does not include the 30-second video.
- You will also receive on-screen credit that includes your business and contact information.
- TBD Monthly (3 month minimum required to start)

Additional Benefits of Underwriting

- An Association with OMAC strengthens public perception of your commitment to the community.
- Underwriting with OMAC provides on-going publicity for your business.
- Underwriting with OMAC also aids in strengthening the bonds of our community.

What does OMAC provide for our community?

OMAC will provide a production studio, editing suites and equipment available to members. All facilities are used for Community Television.

Courses: OMAC would eventually like to offer the following courses to all of its members:

- Video Production;
- Studio Production;
- Field Production;
- Studio Direction;
- Camera Operation;
- Editing;
- Graphic Arts;
- Web Design.

OMAC Coverage of Local Events:

- parades,
- special events,
- NPO fundraisers, etc.

OMAC will consider producing a Day of Giving Telethon: OMAC may host an annual cablecast/webcast of a 12-hour Day of Giving Telethon for local non-profit organizations.

OMAC PROPOSAL

SECTION 16.07 – OMAC PARTNERS

Current CAPS Members, Partners and Clients and Potential Partners of OMAC

Alliance for Community Media
Amigo Party Rentals
Anacapa Middle School
Arts for Action
Bell Arts Factory
Boy Scouts of America
Boys and Girls Club of Ventura
Brooks Institute
Buena High School
Das Williams
CA Nineteenth Senate District
Cabrillo Economic Development
Canine Adoption Rescue League
CAUSE
Channel Islands National Park
Citizens Comm. on Human Rights
City Corps of the Central Coast
City of Ventura
Community Memorial
Community West Bank
Board of Supervisors
Custom Embroidery
Dargan's Irish Pub
DeAnza Academy of Technology
the Arts (DATA)
Downtown Ventura Organization
Dudley House
El Camino High School
Farm Bureau of Ventura County
Fast Signs
First United Methodist Church
Food Share
Foothill Technology High School
Fresh & Easy
Girl Scouts of Central Coast
Gold Coast Broadcasting
Heart Aware
Hishmei Enterprises
Housing Authority of Ventura
Humane Society of Ventura
KCLU Public Radio
KEYT News Channel 3
Kids Arts
Kiwanis of Ventura
KKZZ Radio
KVTB Radio
Landon Pediatric Foundation
Leadership Ventura

Luner's Audio Video
Majestic Ventura Theater
Maverick Media
Mental Health Network of VC
Midtown Ventura Comm. Council
Milano's
Montalvo Elementary School
Mound Elementary School
Museum of Ventura County
New Life Community Church
Ojai Community Bank
Our Lady of the Assumption Chch
Oxnard College
Pacific Coast Ministries
Panera
Parent Click
Patagonia
Peace Lutheran Church
Peace thru Music
Performing Theater
Pier Under the Stars
Pizza Chief
Poinsettia Elementary School
Project Understanding
River Community
Rotary Club of Ventura
Rubicon Theater
Salvation Army of Ventura
Santa Barbara Channels
Saticoy Elementary School
Seaward Towing
Solid Rock Christian Center
South Coast Fellowship
CA State Senator Tony Strickland
Straight Up Ventura County
Stronghold School
Sunset Elementary School
Surfrider Foundation
Technology Development Center
Total Life Christian Center
Totally Local VC
Trader Joe's
Trinity Lutheran Church
Turning Point Foundation
U.S. Air Force
U.S. Army
U.S. Department of Education
UCSB Gauchos

United Way of Ventura County
Unity Christian Fellowship
VACE
VC Community Foundation
VC Human Services Agency
VC League of Women Voters
VC Reporter
VCORD
Ventura Breeze
Ventura Chamber of Commerce
Ventura Charter School
Ventura College
Ventura College Foundation
Ventura Commerce & Education
Foundation
Ventura Counseling Center
Ventura County Ballet Company
Ventura County Civic Alliance
V.C. Community Foundation
VC Democratic Party
Ventura County Fairgrounds
Ventura County District Attorney
Ventura County Fire Department
V.C. Job & Career Center
Ventura County Library System
Ventura County Office of Ed
Ventura County Star
Ventura Education Partnership
Ventura Environmental Services
Ventura Film Society
Ventura Fire Department
Ventura First Assembly of God
Ventura Harbor
Ventura High School
Ventura Hillside Conservancy
Ventura Music Festival
Ventura Police Department
Ventura Rental Center
Ven. Senior Coordinating Council
Ventura Signs & Screen Printing
Ventura Townhouse
Ventura Unified School District
Ven. Visitors & Convention Bur
Ventura Wildcat Basketball
Victory Outreach Church
Watermark Restaurant
Westside Cultural Center
Xerox

OMAC PROPOSAL

Oxnard Media Access Channel, Inc., Two Year Budget Summary

Income	First Year	Second Year
Member Subscriptions (30 Members First Year, 50 Members Second Year)	\$1,500.00	\$2,500.00
Sponsorships (50-100 Sponsors and Underwriters)	\$2,500.00	\$5,000.00
Grants (Government Promotion Grants)	\$6,000.00	\$20,000.00
Service Fees (Commercial Use Charges)	\$2,000.00	\$9,000.00
Time Warner / Verizon PEG fees (Public Access Fees to fund Startup costs)	\$127,600.00	\$152,800.00
Government / Foundation Grants (Government & NGO support)	\$161,500.00	\$180,000.00
Board Fundraiser (Public Access Board Fund Raiser Dinner, Promotional Items)	\$5,000.00	\$12,000.00
Total Income	\$306,100.00	\$381,300.00

Expenses: Overhead

Executive Officer (Operations oversight, fund raising, grant writing, annual budget / 2nd year performance bonus on revenue / station quality improvement)	\$60,000.00	\$72,000.00
Production Technician (Production scheduling, post production review, equipment tech, education coordinator)	\$38,000.00	\$42,000.00
Bookkeeper / Secretary (Receptionist, project coordinator, bookkeeping)	\$25,800.00	\$26,800.00
Benefits 20% of Salaries (Employer Tax, Health, Dental, Disability Insurance)	\$24,760.00	\$28,160.00
Office Space (Rack Location, Second year add studio)	\$12,000.00	\$30,000.00
Utilities	\$1,000.00	\$1,800.00
Insurance	\$3,000.00	\$4,800.00
Office Expenses	\$2,500.00	\$3,600.00
Facilities Repairs & Maint.	\$1,200.00	\$3,600.00
Promotion & Marketing	\$3,500.00	\$6,000.00
Data & Voice Service	\$800.00	\$1,200.00
Professional Services	\$2,500.00	\$4,500.00
Annual Budget Report	\$2,000.00	\$2,000.00
Taxes & License	\$500.00	\$500.00
Total Overhead Expenses	\$177,560.00	\$226,960.00

Expenses: Infrastructure

Initial / Secondary Equipment (See equipment budget for first year projection / second year studio build out)	\$107,000.00	\$130,000.00
Production Costs (Cost reduction by adding studio facilities)	\$10,000.00	\$2,700.00
Video Equipment Repairs & Maint. (Repairs & Replacement)	\$1,800.00	\$3,500.00
Computers Repair & Maint. (Materials & Tech Support)	\$1,800.00	\$3,600.00
	First Year	Second Year
Tech Supplies (Test equipment, supplies & parts)	\$4,500.00	\$5,500.00
Contract Labor (Office / Studio Modification)	\$2,500.00	\$7,500.00
Total Infrastructure Expenses	\$127,600.00	\$152,800.00

Attachment No. 2

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OMAC PROPOSAL

Total Infrastructure Expenses	\$127,600.00	\$152,800.00
Expense Summary		
Total Overhead Expenses	\$177,560.00	\$226,960.00
Total Infrastructure Expenses	\$127,600.00	\$152,800.00
Total Expenses	\$305,160.00	\$379,760.00
Budget Balance		
Total Projected Income	\$306,100.00	\$381,300.00
Total Projected Expenses	\$305,160.00	\$379,760.00
Total Expense Surplus	\$940.00	\$1,540.00

Oxnard Media Access Channel Equipment List (Startup list)

Equipment	Quantity	Price	Totals
Cases and Transportation Equipment			
Mobil Camera & PC Cases	6	\$190.00	\$1,140.00
Mobil Camera Cases	4	\$250.00	\$1,000.00
Mobil Camera Cases	4	\$350.00	\$1,400.00
Mobil Carts and Dollies	4	\$125.00	\$500.00
Mobil Carts	2	\$225.00	\$450.00
Flex Straps 4ea.	10	\$17.50	\$175.00
Camcorder Straps	6	\$20.00	\$120.00
Microphones			
Lavilier	4	\$129.95	\$519.80
Camera Mounted	3	\$139.00	\$417.00
Boom Pole and Mic	3	\$229.00	\$687.00
Hand Held Mic.	3	\$139.00	\$417.00
Misc. Cables & Adapters	1	\$650.00	\$650.00
Sound Control & Playback			
Mackie PROFX8 8-Channel Compact Effects Mixer with USB	1	\$229.00	\$229.00
Input Switcher	1	\$159.00	\$159.00
External Speaker System / Amplifier	1	\$600.00	\$600.00
DVD / Mp3 Player	1	\$89.00	\$89.00
Sony MDR7506 Professional Large Diaphragm Headphone by Sony	2	\$99.00	\$198.00
Lighting			
LED 500 Daylight 3pc. Kit	2	\$1,279.90	\$2,559.80
LED Portable Lighting Kit	2	\$579.71	\$1,159.42
Video Equipment			
DVD - VHS Deck	2	\$90.00	\$180.00
DVD - Blue ray Player	2	\$69.00	\$138.00
22" LED TV	2	\$230.00	\$460.00
32" LED TV	1	\$349.00	\$349.00
Camera and Equipment			
Light Meter	2	\$159.00	\$318.00
On Camera Flash	2	\$89.00	\$178.00
Camera Tripod / Head Camera or Video	2	\$149.00	\$298.00
Sony Alpha NEX-6 Mirrorless Digital Camera w/16-50mm Zoom Lens (Black)	2	\$519.90	\$1,039.80
Lenses & Filters Budget	1	\$1,800.00	\$1,800.00
Camcorders			
Time Lapse Camcorder	1	\$130.00	\$130.00
Sony CX410VE	4	\$329.00	\$1,316.00
Canon XA10 HD Professional Camcorder	3	\$1,295.00	\$3,885.00
Tripods	7	\$179.00	\$1,253.00
Additional Lenses, Batteries, Options	1	\$3,500.00	\$3,500.00

OMAC PROPOSAL

Computers

Dell Computer - Precision T3610	2	\$1,669.00	\$3,338.00
24" Monitor	2	\$269.00	\$538.00
Western Digital My Cloud EX2 Diskless Personal Cloud Storage 8-TB	1	\$569.00	\$569.00

Apple 27" iMac Quad-Core Intel Core i5 3.4GHz (4th generation Haswell processor), 8GB RAM, 1TB Hard Drive, (ME089LL/A)	2	\$1,899.00	\$3,798.00
Apple Final Cut Studio	2	\$1,399.00	\$2,798.00
Adobe CS Master Collection	2	\$729.00	\$1,458.00
Other Software	1	\$3,500.00	\$3,500.00
Misc. PC / Mac Options	1	\$3,500.00	\$3,500.00

Video Transmission Equipment

Head End Budget For Equipment Package	1	\$38,589.00	\$38,589.00
Office Furniture, Storage Lockers	1	\$24,000.00	\$24,000.00
Control Board, Editing Equipment Racks, Security Equipment / Cameras / Recording Equipment	1	\$2,500.00	\$2,500.00
Contract Labor to Setup Basic Location	1	\$25,000.00	\$25,000.00

Estimated Total (Retail Price Does Not Include Sales Tax) \$132,862.82

**OMAC PROPOSAL
GEORGE SORKIN
President of the Board, OMAC, Inc.**

Education:

- AA: Los Angeles Pierce College, Business & Business Law
- Additional courses: Ventura College, Moorpark College and CSU, Accounting, Economics, Math, and Construction Management.

Work Experience:

- California Licensed Contractor since 1973 CSLB #285372
- Solar Energy Contractor: Thermal Solar Commercial Applications, Statewide Health & Planning, Planning Coordinator: Contractor for Care Enterprises Inc., Orange Ca.
- Project Coordinator, Lead Contractor: Knutson's Dairy Products, Tustin, Ca.
- Solareez Communications, Telecommunications developer using dish technology and digital controls to network alternate broadcast communications.
- Oxnard Transportation Redevelopment Project: We moved Anderson Industrial Inc. to the new building we built for them at the present location of the Vallarta Market at Woolly & Oxnard Blvd.
- Nu-Tech Leasing Inc., Commercial leasing - Our group specialized in leasing office, and industrial machinery, computers, processing equipment, and control equipment, etc.
- AAA Interiors - 25 years as a commercial & residential design, & building contractor. Projects include remodeling, renovating, room additions, and building clean, secure, enjoyable, environmentally healthy living structures in the Ventura County area. I work with my wife Lynn, and my son Kim.

Volunteer Experience:

- Co-Founding member of the Oxnard Community Forum: The Oxnard Community Forum is a community advocacy group promoting opportunities for the City of Oxnard, studying redevelopment of the downtown, streamline practices between the city and businesses, expand transportation, outreach to community relations, promote city activities, and recognize, and promote special needs of the City of Oxnard.
- Current Board Chair of Oxnard Media Access Channel, Inc. (a community driven committee developing the Public Access Channel). Working with Oxnard College and the City of Oxnard to develop a Public, Education, and Government Communications PEG fund plan for the development of Multi Media communications across Oxnard.
- Public attaché to the Oxnard Energy Alternatives Policy Committee: Studying alternate energy sources, energy saving technologies, energy sources from MRF waste, Ormond Beach/Halaco cleanup, solar and greenhouse gas reduction programs, analyzing availability of grants, and energy rate reductions for the City and residents.
- Community Relations Commissioner: As a member of the Community Relations Commission I am one member of a team who is building an engaged community so everyone has a chance to contribute to our future.

George Sorkin
612 Doris Ave.
Oxnard, Ca. 93030
805-509-2614

**OMAC PROPOSAL
PEGGY RIVERA
Vice-President of the Board, OMAC, Inc.**

My career focus is to be a great businesswoman. I run a salsa company named Sabor Maggie's Best and I am very proud to say that I have won the Oxnard Salsa Festival Best Mild Chipotle 2012 Winner Ventura Count Fair Best Hot Roasted Chile Japones and 2013 Oxnard Salsa Festival Best Hot Chile de Arbol. Through the sales of my salsas I give a percentage to Food Share to aid the less fortunate and I would say that I look forward to my business growing to be able to contribute more. My main focus has always been to make a difference while at the same time helping others. I am a strong believer that everyone has different strengths and gifts that one can share and that giving back to your community is one of the most important things one can do. I would say that making a difference with the gifts I have been given by God through my voice for those that do not have a voice and making sure that our community's needs are met is now my number two priority after my business. I will always advocate for that in our community by collaborating with the general public at any given opportunity.

Education:

- Graduate, Oxnard High School, Student Government Club, Scholarship Recipient;
- A.A., Psychology, Oxnard College, Involved in many activities and clubs.

Work Experience:

- Bilingual Collection Officer 2, Ventura County Superior Courts, Ventura, CA. Duties included collection, financial evaluations and setting up payment plans for clients. 6/85-11/95;
- Office Manager, Nadeen Wolff, PHD (Pain Clinic), Oxnard, CA. Duties included supervision of 4 employees, tracking patients and accounts, communicating with attorneys, bankruptcy courts and Ventura County Courts, Parole Officers, case managers, court witness and bilingual services.

Skill Set:

Accounts Payable and Receivable, Credit and Collections, Account Management, Client Relations, Cold Calling, Computer Literate, Creative Problem Solving, Customer Service, Multi-tasking, Statement Billings, Bilingual Communications.

Volunteer Experience:

- 1978-1980, President of South Side Little League Women's Auxiliary;
- 1982-1985, Peer Advisor for Oxnard College Psychology Department;
- 1987, Mentor for Oxnard College's Re-entry Program, under Priscilla de Garcia-Rankin;
- 1996, The Coalition Against Domestic and Sexual Abuse for Crisis Intervention Program;
- 1998-2000, Ventura County Mentor Program;
- 200-2011, Commissioner, City of Oxnard Commission on Homelessness;
- 2011-present, Chairperson, City of Oxnard Commission on Homelessness;
- 2010-2011, Committee Member, Strategy to End Homelessness;
- 2010-2012, Committee Member, Continuum of Care, Ventura County;
- 2014-present, Board Member, Continuum of Care, Ventura County;
- 2011, Founder of Black and White Dinner Dance (fundraiser for the Winter Warming Shelter in conjunction with the Society of St. Vincent de Pau).

Peggy Rivera
1300 E. Pleasant Valley Road,
Oxnard, CA 93033
805-488-7924
pegstr@yahoo.com

OMAC PROPOSAL

STEVE NASH **Treasurer of the Board, OMAC, Inc.**

Personal History:

Steve Nash has lived in Ventura County since 1979. He is retired from the Public Works Department of the City of Oxnard. He currently serves on several Citizen Advisory Groups including the Planning Commission and the Inter-Neighborhood Council Forum. He has been an active participant in many of the commissions and committees that have been formed to make the City a prosperous, safe and desirable place to live and work. He is married with three adult children, all of whom grew up in the community and attended Oxnard schools.

- Residence of Ventura County since 1979;
- Oxnard resident since 1989;
- Married, 35 years;

Education:

- BA in Environmental Studies, UCSB;
- AS in Water Science, Ventura Community College;

Work Experience:

- 31 year career, Public Works, City of Oxnard, retired

Volunteer Experience:

Mr. Nash is the current Treasurer for Oxnard Media Access Channel, a 501(c)(3) corporation. He strongly supports the creation of a public access channel in the greater Oxnard area. He states, "Only through expanded media access to the production and distribution of vital information and cultural presentations can our residents fulfill the potential our great city offers."

- City of Oxnard Planning Commissioner since 2010;
- Past Chairman and current Secretary of Windsor North Neighborhood Council;
- Past First Vice-Chair and Treasurer and current Third Vice-Chair of the Inter-Neighborhood Council Forum;
- Treasurer of River Ridge Fairways Homeowners Association Board of Directors;
- Founding Board Member and Treasurer of Oxnard Media Access Channel, a 501(c)(3) non-profit corporation;
- Chairman of Saviers Road Design Team;
- Member of Ormond Beach Task Force.

Steve Nash
2211 Laurel Valley Place
Oxnard, CA 93036
805-485-3626
mrswn@hotmail.com

THEADORA DAVITT-CORNYN
Secretary of the Board, OMAC, Inc.

Volunteer Experience:

- Community Ministry, Ventura County: contacts 1994 - 2014
- Conejo Valley Unitarian Universalist Fellowship, member 1994 – present
- CVUUF Board President 1996 - 1997
- Unitarian Universalist Service Community member 1994 – present
- UUSC Board 1998 - 1999
- CAUSE: Central Coast Alliance United for a Sustainable Economy member 2000 - present
- CLUE-VC: Clergy & Laity United for Economic Justice ~ Advisory Board 2007 - present
- New Sanctuary Movement ~ United Church of Christ, Simi Valley 2007 - present
- United Farm Workers, Oxnard & Ventura County 2002 - present
- MICOP - Mixteco Indigenous Community Organizing Project 2007 - present
- La Hermandad, Oxnard 2007 - present
- Prison Ministry, Todd Road Jail, Ventura County ~ 2012 - present

OMAC PROPOSAL

DAN PINEDO **Member-at-Large Board Member, OMAC, Inc.**

Personal History:

Ventura County resident since 1960.

Buena High School graduate class of 1968. AA, Ventura College.

Veteran U. S Army 1969 to 1972 - (Vietnam Era Vet).

Retired U. S. Postal Service, 33 years career as clerk, mechanic and maintenance supervisor.

Resident of the City Of Oxnard for 49 years, 36 years at present address. My wife Barbara and I raised 3 children who are now adults.

Volunteer Experience:

Involved in our local school Rio Lindo in the Rio School district helped gain state recognition as a California Distinguished School in 1986. As an involved parent, increased the fundraising effort through the use of photography and videography for the Rio Lindo School PTA, late 1980s through early 1990s. Participated in various Rio School District committees: SIP, Principal Selection Advisory Committee, Bond Issue Oversight Committee, Superintendent Selection Advisory Committee and DAC. Participated in successful recall of three Rio School Board members. Participated in election of Rio School Board members. As a resident within the Rio School District I continue to attend school board meetings and speak on educational issues that concern me. I photograph and video record school-related events. I attend Oxnard City Council meetings and speak on the issues that concern me and other residents.

Relevant Experience:

As a photographer and videographer, I have recorded numerous family, school and community events. I have videographed several shows in downtown Oxnard to demonstrate the need for and the potential of the public access channel. I have developed skills in digital photography, video editing and video productions. I have produced informative video content that has been posted on YouTube and social media websites. I have produced video for Ormond Beach Learning Center that is viewed by school children studying Ormond Beach. I have written several articles for the online newspaper, Citizens Journal accompanied with video content. My life experience has enriched me with events that have lead to the development of excellent and effective interpersonal oral and written communication skills. I am an excellent public speaker. I am an enthusiastic, motivated, passionate and energetic personality with high ethical standards open to new ideas. The City of Oxnard is a diverse community ethnically, economically and demographically. Because of this, I believe that the City could reach a level of greatness if it would exploit every potential means of communication with its residents. YouTube and other social media are valuable means of communication, but in our diverse population there are those who still depend on television channels to get the information they need. Restoring a public access channel would allow members of our community to not only receive information, but also be able to express their thoughts and opinions on subjects that matter to them.

OMAC PROPOSAL

TRAVIS LEON KELLY

Member-at-Large Board Member, OMAC, Inc.

Education:

- Bachelor's degree in sociology from Cal State at Northridge-1983
- Masters degree in social work from San Diego State University-1985

Work experience:

- Los Angeles County Department of Social Work- Department of Children's Services 1985-2005

Volunteer experience:

- Campaign for Carmen Ramirez for city council. Duties included manning phones and door-to-door interaction in selected areas;
- Commissioner on the Community Relations Commission.
- City of Oxnard Public Library: tutored adults in English, reading and GED preparation;
- Ventura County: served as ombudsman, evaluating assisted living facilities and nursing home facilities to determine suitability for safety and proper procedures;
- Los Angeles County: public access interview program. Topics included:
 - Recruitment of families for foster children;
 - Psychological impact of adoption rejection for foster children;
 - Recruitment of African-American families for African-American children;
 - Writers of children's books and poetry.

Travis L. Kelly
2130 Patricia Street
Oxnard, California 93036
805-983-6966

OMAC PROPOSAL

ROBERT DUSHANE **Member-at-Large Board Member, OMAC, Inc.**

Education:

- CSUN B.A. Accounting, and Business;
- Stanford University Law School Graduate, Member of the California State Bar.

Work and Business Experience:

- Robert started and operated Ditto Jeans, an extremely innovative jean brand back in the 1970's. Ditto Jeans was at the heart of the designer jean revolution.
- Robert has also been in the electronics business since the first satellite TV dish systems came out in the late 1970's.
- Robert developed TV receiver components, and manufactured parabolic satellite transmission receiving dishes, and distributed them along with reception components.
- The company he started is still in business under the name Ventstar.
- He worked on the development of DISH Network as a business consultant.
- Working with his two brothers starting back in the 1980's, he continued to develop Ventstar Inc., developing control systems, and today the company is one of the nations largest manufactures of thermostats. Ventstar also produces environmental, and energy control systems under the brand name Surveyor. Venstar services a host of nationally recognized companies such Starbucks, Family Dollar, Kragen Auto Parts, Auto Zone, KFC, Taco Bell, and many others. The energy saved through the implementations of the Surveyor energy management system would be equal to taking 400,000 cars off the road, saving nearly 3 billion kilowatts of electricity and saving the environment 4.5 billion lbs. of CO2 emissions.
- Four Stones by Robert Dushane is a book that shares the author's insights through the maze of decisions he needed to face after his wife's near fatal auto accident. It's a journey through the labyrinth known as the health care industry where challenges life at every turn including avoiding near fatal medical procedures, navigating confusing insurance policies and sorting through bureaucratic red-tape. It also honors many medical professionals. Robert lectures on family advocacy through the medical system and teaches how important family input is to navigate through the health care system.

April Jo Rogers-Stone
 3425 Katmai Dr.
 Las Vegas, NV 89122
 702-982-0551 (h) 805-701-1488 (c)
 Email: valleyvideofoundation@gmail.com

Education:	Tech. Dev. Center	Aug. 2000, Digital Multi-Media Production
		Dec. 2000, Film Production
	Gothard Institute, BA and MA	May 1973, Fine Art/Religious Studies
	Pierce College, AA	June 1965, Art/Business Administration

Qualifications:	Formal training in Graphic Arts and Animation Software; Adobe Photoshop, Adobe Illustrator, Adobe After Effects, Macro Media Director, Flash, 3-D Studio Max. Trained in special effects; Final Effects, Boris Effects, Flash and Tsunami Animation Software. Proficient in sound editing software Pro Tools Sound Edit and Cake Walk. Proficient in film editing software Adobe Premier HD, Media 100, AVID and Final Cut Pro HD. Have been both Producer/Director of the Community Television Lee Fitzgerald Show from March of 1995 through June 2010. Official videographer of both the Camarillo Air Show and Oxnard Strawberry Festival Private sector art teacher for 34 years, ages 7-Adult which included a multi-range of mediums; Water Colors, Oils, Acrylics, Charcoal, Pastels, Ceramics, China Painting and Graphic Arts
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Work Experience:	1958-1992	Private Sector Art Teacher
	1958-1963	Art Teacher, San Clemente Parks & Rec. Department
	1961	Secretary, Wm. Boyd, "Hopalong Cassidy" Dana Point, CA
	1979-1994	Custom Gifts, Simi Valley-(sole proprietor)
	1984-1988	Art Teacher, Simi Christian School, Simi Valley
	1992	Campaign Secretary, Hon. Elton Gallegly, R-CA 23 Dist. House of Representatives
	1995-Present	ARF Productions-(sole proprietor), television production
	1997-2000	Life Skills Program Developer, LA Family Housing, San Fernando Valley
	1997-2000	Parenting Program Developer, LA Family Housing, San Fernando Valley
	2000-2004	Life Skills Program, RAIN Project, Camarillo
	2000-2004	Parenting Program, RAIN Program, Camarillo
	2004-Present	Valley Video Foundation, documentaries, television production
	2002-Present	Grant Proposal Writer

Professional Affiliations:	2001-2004	Chair, Ventura County Alcohol and Drug Advisory Board
	1997-2004	Mbr. Ventura County Alcohol and Drug Advisory Board
	1997-2000	Mbr. San Fernando Valley Homeless Coalition Executive Board
	1997-2000	Mbr. San Fernando Valley Provider's Collaborative
	1974Present	Lamda Chi Delta

Brief Television Work History

Sea to Summit Charity Ride	1995-1998
Domestic Violence	1999-----PBS documentary short subject
Ojai 4 th of July Parade	1998-2009
Ojai Fireworks Show	1998-2008---last one for PBS documentary
Ojai Tennis Tournament	1999-2005
Ojai Day	1999-2009
VC Abuse Across the Lifespan Conference	1999-2007
The RAIN Project	2000-----short subject on homeless shelter
Recovery Happens	2000-2008---annual event
Ojai Wine Festival	2000-2007---Official videographer for Rotary Club
Camarillo Air Show	2000-2009---Official videographer
Ojai Shakespeare Festival	2001-2010---annual event
Ojai Studio Art Tour	2002-2010---annual event
Stop Hitting My Mommy	2004-----documentary short subject
Ojai Music Festival	2000-2007
Ojai Film Festival	2000-2003
VC's Own CEO John E. Johnston	2004-2008---documentary on man that saved VC
VC Intertribal Pow Wow	2001-2008
VC Renaissance Faire	2002-2007
VC Pirate Festival	2004-2008
Fishing at Lake Casitas	2004-2006---short doc. With Mark Mitrany
VCSupervisor Steve Bennett	2003-2009
VCSupervisor Kathy Long	2002-2009
Fiesta for Peace	2004-2007---Bridging the gap
Chumash Life	2003-----documentary short subject
Christmas at RAIN	2002-2008---documentary on homeless shelter holidays
Restoring Hope	2004-2010---life skills and parenting films for homeless
Hutash Festival	2004-2008---PBS Native American Chumash
Tall Ships	2002-2006
Inlakech	2004-----training children Latino culture in music
Aspira & Adoption	2004-2008---Fostering and adoption of children
KEYS Leadership Academy	2004-2010---filming and teaching at risk kids
VCSupervisor John Flynn	2005-2008
Ending the Cycle of Abuse	2005-----documentary short subject
Who Is Pat Weinberger	2005-----Philanthropic work, political activist
Barbados	2005-----Travel doc. with Consul Gen. Don McCarthy
Oxnard Gang Injunction Parts I & II	2005-----per Oxnard PD request
Los Four Y More	2005
Bowlful of Blues	2005-----with Carl Sonny Leland and Rob Rio
Health and Wellness	2004-2010---Documentary with Michael Jamison, MD
Mullin Auto Museum	2010-----doc. about art deco movement in cars
Ghosts of Ventura	2001-2010---with Ghost Hunter Richard Senate
VC Supervisor John Zaragoza	2009-2010
Brain Injury Support Center	2010-----First annual conference on brain injuries
Latino Music USA	2009-----PBS documentary
Lori Piestewa	2008-----Tribute, first woman killed in Iraqi Freedom

A Few of My Past Interviewees

Former CA Governor Gray Davis
CA State Atty. Gen. Bill Lockyer
Col. Gordon Cooper, Ret., Astronaut
VC CEO John E. Johnston
VC Supervisor John Flynn
VC Supervisor Steve Bennett
VC Supervisor Kathy Long
Julie Tumamait, Chumash Elder, Singer, Storyteller, Educator
Fernando Gamboa, Consul General de Mexico
Vincent Felitti, MD, Clinical Professor of Medicine, UCSD
Rebecca Whiteman, Senior Policy Analyst, Nat. Health Resource Center
On Domestic Violence
Ira Chasnov, MD, Clinical Professor of Pediatric Studies, University of Illinois
School of Medicine, Chicago
Bruce Perry, MD, PhD, Senior Fellow of the Child Trauma Academy
Linda Chamberlain, PhD, MPH, Founding Director, Alaska Family Violence
Prevention Project
VC Judge Brian Back, Superior Court
VC Judge John Dobroth, Superior Court
Pat Weinberger-philanthropist
Lee Fitzgerald, PsyD, MFT
Joe Olive, PhD- Lead psychologist for family and recovery crew after Alaska Airline flight 261 crash
Donald McCarthy, Consul General of Barbados
Lori Steinhauer, MA, MFT, Partnership for Safe Families
Bonnie Reeder, VC Child Protective Services
David Friedlander, MS, MFT, Kids and Families Together
Dr. Debbie de Vries, KEYS Leadership Academy
Armando Vasquez, KEYS Leadership Academy
Steve Kagan, MS, MFT
Jose de la Pena, Teacher/Sculptor
WWII Aces-15, American, German, Russian
Tuskegee Airmen-2
Don McCarthy, Consul General of Barbados
Louis Shalk, JR., First pilot of the SR71
Dick and Burt Rutan, Builder and pilot of Rutan Model 76 Voyager
Erica Smith, CA Dept. of Alcohol and Drug Programs
CA State Assembly Members Fabian Nunez and Marc Levine—CA AB2987 co-authors
Robert Tomaszewski, MD—Neuro-Psychologist
Eric Lande, MD—Neuro-Psychologist
Irene Bedard—Native American Inuit Eskimo, voice and model for Disney's Pochahontas

The Stones, LLC

420 N. Nellis Blvd, A3, PMB 175, Las Vegas, NV 89110 702-982-0551 (H) 805-701-1488 (C)

July 19, 2014

City Council
City of Oxnard, CA
300 W. 3rd. St.
Oxnard, CA 93030

ATTN: Greg Nyhoff, City Manager and Christina Arenlund

My name is April Jo Rogers-Stone and I have offered my services as consultant for OMAC, one of the organizations hoping to get the contact with the City of Oxnard for Channel 25. In my professional opinion OMAC is the only organization qualified to operate Channel 25 and run a studio that would be a benefit to the Oxnard Community.

For over 16 years I produced, directed, ran camera and edited a Community Television show that was only one broadcast throughout the entire Ventura County. A good portion of the past 6 years was about the City of Oxnard, its people and events. I was approached by many organizations in Oxnard to do a program about their work; many local politicians asked me to do a show about what they were doing to benefit the Oxnard Community, Concerts at Heritage Square, Tamale Festival, Salsa Festival and numerous shows about the Homeless, Keys Leadership Academy, even Oxnard College. I was even called by Peter Mullin's secretary to do a show on the Mullin Auto Museum that Mr. Mullin wanted aired throughout Ventura County.

I was asked by OMAC if I would be interested in coming on board as a consultant and I agreed. With my extensive work in television, especially in Oxnard, working closely with Steve Salinas at Channel 25 in the Studio, and with my education I felt I could help OMAC with their endeavor.

If you have any questions for me, please do not hesitate to call me at the above number.

Respectfully,

April Jo Rogers-Stone
Owner/Sole Member
The Stones, LLC

OMAC PROPOSAL

STEVEN L. SALINAS Consultant and Media Advisor to OMAC, Inc.

Education and Training:

Issuing Institution	Qualification	Course of Study
2010 - Technology Development Center	Vocational School Certificate	Computer Repair/Network Support Tech
1999 - Technology Development Center	Vocational School Certificate	Digital Multimedia
1998 - Ventura College	Associates Degree	Information Systems
Oxnard College	Certificate Program	Broadcast Television
Ventura College	Associates Degree	Business

Work Experience:

- Community Television Coordinator, Time-Warner Cable, Westlake Village, CA
Managed the operation of three cable television channels in three cities;
Responsible for the operation and programming of each channel;
Maintained all playback record keeping;
Director and Producer of weekly public access programs;
Responded to all playback and traffic irregularities, replied to inquiries from viewers;
Developed and published bi-weekly program schedule;
Supervised six part-time employees;
Worked with public officials and government agency representatives.
- Community Television Programming Manager, CAPS TV Media Center, Ventura, CA
TV and Media Center, responsible for playback and programming functions for community television station;
Developed reporting systems and playback record keeping;
Received and prepared programs for the public, education and government channels;
Responded to all playback and traffic irregularities;
Replied to inquiries from viewers;
Developed and published bi-weekly program schedule;
Supervised six part-time employees;
Worked with public officials and government agency representatives.
- Production Technician, City of Ventura, CA
Responsible for live coverage of City meetings;
Director and camera operator;
Strong knowledge of graphic software for bulletin board creation;
Computer hardware and software installation, and troubleshooting;
Extensive customer service experience.

OMAC PROPOSAL

SUE BUSKE/THE BUSKE GROUP Consultant and Media Advisor to OMAC, Inc.

- President, The Buske Group, Sacramento, California (1987-Present)
- Executive Director of the National Federation of Local Cable Programmers (now known as the Alliance for Community Media), a Washington, D.C. based national organization serving cities, schools, and nonprofit access corporations. Lead consultant for the NFLCP's Cable Utilization Services. Responsible for day-to-day operation of NFLCP. National spokesperson for the NFLCP on federal, state, and local cable legislation and regulatory issues. (1981-1987)
- Regional Coordinator, Cable Television Information Center. Franchising and Renewal consultant. (1980-1981)
- Executive Director, Miami Valley Cable Television Council. Responsible for all institutional and access programming. Cable regulatory officer for six-city council of government. (1978-1980)
- Program Director, Group W Channel 10 Dubuque, Iowa. Development of access and local origination programming. (1972-1977)

The Buske Group is a highly experienced consulting firm that offers a broad range of communication services. We provide an experienced team of professionals to meet client needs in many areas, including:

- Franchise renewal;
- Cable regulation and policy;
- Cable company franchise fee reviews;
- Cable rate regulatory assistance;
- Cable company franchise compliance and performance reviews;
- Needs assessments associated with utilization of cable by nonprofit organizations, schools, universities, and cities;
- Cable-related public opinion research, including focus groups, on-line surveys and statistically valid telephone surveys;
- Development of management plans for public, educational or government access channels and operations;
- Analysis of access policies, procedures, and personnel policies;
- Compliance and performance reviews of cable company or nonprofit access operations, educational and government access, and local origination;
- Transitions from one form of access management to another;
- Development of facilities plans for public, educational, or government access;
- Research specific to all policy and operational aspects of local cable programming;
- Strategic and long range planning;
- Seminars and retreats tailored to meet the cable information needs of a designated group or city;
- Executive search process for access management entities.

The Buske Group
4808 T Street - Sacramento, CA 95819
Phone: (916) 441-6277 - Fax: (360) 351-0869

EXECUTIVE DIRECTOR

The Oxnard Media Access Channel (OMAC), a new nonprofit corporation that will manage a Public Access cable TV network and resources, invites applications for the position of Executive Director. OMAC was established to give residents of Oxnard access to the tools, technology and training to create and distribute their own non-commercial programming over the cable systems in Oxnard

Summary Description: The Executive Director serves as the chief executive officer and principal spokesperson for OMAC. Key responsibilities include a variety of Public Access start-up related activities, oversight and implementation of agreements with the cable operator and City of Oxnard to ensure compliance with obligations, and supervision of such areas as outreach, training, production, programming, promotion and fundraising. This person must lead and inspire others, effectively meet the challenges of community media in an urban environment and with new technologies, ensure the fair and equitable delivery of services, continue to expand access to underserved communities, and encourage the growth of diverse and quality programming. The Executive Director reports to and holds office at the pleasure of the Board of Directors, and must work effectively in a team environment.

Duties and Responsibilities

- Work with the Board of Directors to give direction and leadership to the formulation and achievement of OMAC's philosophy, mission, and its annual goals and objectives;
- Work with the Board of Directors and staff to develop and implement all policies, procedures, and long-range strategic plans. Prepare periodic reports regarding progress toward and barriers to the achievement of such policies and plans;
- Ensure that the cable operator and City of Oxnard comply with the terms of franchise and operating agreements on an ongoing basis, and be an effective advocate for policies that preserve and expand Public Access;
- Oversee administrative, financial and program operations, and all OMAC personnel matters;
- Prepare a proposed annual budget for each new fiscal year at least ninety (90) days before the expiration of the current fiscal year and, following Board approval, administer the OMAC annual budget. Develop and implement responsible fiscal procedures and policies. Negotiate and ensure compliance with OMAC contracts;
- Supervise the site selection, design and renovation of suitable space for OMAC's central Community Media Center. Approve and oversee the purchase and installation of all production and office equipment (including preparation of bid specifications, vendor selection, etc.);
- Pursue and incorporate additional revenue sources through a variety of fundraising and entrepreneurial activities, consistent with the mission of the organization;
- Maintain a close working relationship with representatives of the City of Oxnard, school district, higher educational institutions and other civic institutions and community leaders in the area;
- Manage the routine operations of Corporation;
- Carry out the policies and programs established by the Board of Directors;

- Serve as staff of the Board and to all committees of the Board;
- Employ, direct, supervise and terminate services of other members of the staff;
- Develop and coordinate an active volunteer program;
- Establish and oversee Public Access training programs;
- Keep informed of trends, issues, events and developments within the PEG (Public, Educational, Government) Access field through professional peer contacts and other communications in order to facilitate sharing of knowledge and best practices;
- Work constantly to improve and enhance the services offered by OMAC;
- Perform such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors.

Employment Standards and Requirements

- BA or BS degree from an accredited college or university, or equivalent experience;
- A minimum of five (5) years of supervisory, managerial and/or administrative experience in the PEG Access field, or in related areas such as community media, public administration, arts, etc.;
- Must have achieved a senior level position in an organization or department;
- Extensive knowledge of the cable TV and PEG Access field, including the history and philosophy of PEG, and a strong commitment to First Amendment rights and enhancing citizen participation through access to communications media;
- Demonstrated experience in fiscal administration, planning, management of nonprofit organization(s), and human resource development;
- Personnel management experience, including responsibility for hiring and termination;
- Demonstrated excellent verbal and written communications skills, as well as excellent public speaking skills for both formal and extemporaneous presentations; ability to present OMAC to a diverse public;
- Demonstrated desire to positively impact the community and to improve public dialogue through access to communications media;
- Proven successful track record in fundraising, including short- and long-term planning, grant writing, individual donor outreach, and the ability to cultivate prosperous relationships with the funding community;
- Ability to outreach to and work with diverse groups, individuals, ideas and opinions; cross-cultural competence and a demonstrated commitment to diversity;

- Demonstrated self-confidence and sound judgment sufficient to handle challenges;
- An outstanding relationship builder, with existing ties to a broad and diverse range of Oxnard's communities;
- Grasp of the history and current state of federal, local and state cable regulations;
- Knowledge of field and studio video production, operating rules and procedures, the use and maintenance of production equipment and varied modes of cablecast and other dissemination technologies;
- Ability to oversee initial construction of production facilities and equipment installation;
- Work experience with local government agencies, educators and community groups;
- Executive-level experience in leading a nonprofit organization, preferably in non-commercial PEG Access;
- Experience in working effectively with a volunteer Board of Directors and a variety of committees and individuals;
- Demonstrated ability to develop and coordinate active outreach/volunteer programs;
- Understanding of the municipal budget and policy-making processes.

Anticipated Employment Starting Date: TBD

This job description should not be construed to imply that these requirements are the exclusive standards for the position. Employees will follow any other instructions and perform any other related duties as may be required to fulfill all job responsibilities and the mission of the organization.

A salary commensurate with experience is offered. A benefits package is also offered.

OMAC is an equal opportunity employer. Women and people of color are encouraged to apply.

Applicants must submit (via electronic mail) a detailed letter of introduction (that specifies how their experience, knowledge and skills match the identified duties, responsibilities, and minimum employment standards and requirements of this position), a current resume, and at least three professional references with telephone numbers to OMAC.

- OMAC is an Equal Opportunity Employer and offers competitive benefits.
- The successful candidate will be tendered a salary commensurate with his/her experience.
- Interested candidates should forward a resume, cover letter and 3 work-related references (for positions held within the last 15 years) to: OMAC, Inc.
- Applications must be received by xx/xx/xxxx

OMAC
STATION MANAGER

The Board of Directors of the Oxnard Media Access Channel, Inc. is seeking applications for a full-time, salaried Station Manager for its public access channel operation.

The greater Oxnard area is serviced both by Time-Warner and Verizon.

Our station manager will have the experience and ability to schedule and prioritize content as provided for in our Proposal. The station manager will provide the logistical and management skills to multi-task the duties necessary to keep on-air programming running smoothly and without interruption. This person will maintain all playback records and archival logs in compliance with FCC and State PUC legal requirements. This will allow the Operator to fully respond with corroborating records to any inquiries about previously aired programs. The station manager will compile a programming schedule and disseminate it via multiple media platforms to provide viewership and community support.

Essential Duties

- Oversee technical operation of the TV studio; work with engineering team to ensure state-of-the art functionality;
- Supervise all productions in the studio;
- Plan and implement workflows to maximize efficiency in studio and control room;
- Assess studio operations and staff use of equipment;
- Provide coaching and professional development as needed;
- Directly supervise Videographers and Studio Technical Directors;
- Prepare and oversee schedules for studio operations;
- Assist in preparation of budgets for studio operations;
- Work collaboratively with news, production, marketing and technical staff to promote OMAC's mission;
- Work collaboratively with partner organizations to plan and produce studio productions.

Responsibilities

- Manage all daily activities at OMAC studios and offices;
- Operate and maintain a public access television facility;
- Provide to area residents:
 - Frequent and periodic training in all aspects of studio video production;
 - Frequent and periodic training in all aspects of field video production;
 - Frequent and periodic training in all aspects of post-production;
 - Periodic training in social media techniques;
 - Video production support;
 - Video production services for hire; and an outlet for programming on the web, related to the public access channel.
- Oversee technical operations of OMAC's channels, studio facilities, editing systems, and field equipment including routine maintenance and inventory;

OMAC

- Lead, support and oversee OMAC staff and interns to promote productivity, professional development and job satisfaction;
- Assists the Executive Director to prepare, propose and implement:
 - An annual budget under direction of the OMAC Board;
 - Year-end financial statements;
 - The previous year's budget and actual expenditures summaries;
 - Upcoming year's budget;
 - A Three Year Budget Plan;
 - Hours of programming cablecast in the prior year including a separate tabulation of first-run programs and repeat programming;
 - Notable events, actions, milestones and programs in the prior year;
 - Training classes offered and attendance thereto;
 - Written policies and procedures for use of the access facility and channel, with any changes thereto from the previous year highlighted;
 - An updated business plan if the business plan has been amended since the prior version submitted to the City; and
 - Any other documentation and/or items mutually agreed upon by the parties hereto and as reasonably requested by the City.
- Submits bi-weekly to the OMAC Board a:
 - Channel program schedule;
 - Schedule for training classes and other public events for the upcoming two weeks.
- Submits monthly to the OMAC Board a:
 - Treasurer's Report (include cash flow statement, actual income/expense sheets versus budget);
 - Meeting minutes for all regular meetings of the OMAC's Board of Directors.
- Submits quarterly to the OMAC Board a:
 - Current rate card for channel time, studio and equipment use, and staff time;
 - Summary of tracking sheet showing hours of usage of all facility services organized by type of user (public or leased) and type of service used;
 - Summary of channel time usage by each type of user (public, leased, live leased), rate paid;
 - Equipment report detailing equipment condition changes, maintenance, and repair;
 - Activity summary of training, outreach, sales, and marketing efforts that includes the target audience, method, duration of effort, and response; and
 - Dispute Report detailing any problems with clients that were handled by staff and any disputes that need to be mediated by the OMAC Board.
- Monitor operating expenses to maximize cost-effective operations and purchasing procedures and implementing responsible fiscal processes;
- Work with the OMAC Board to plan capital improvements;
- Work with the OMAC Board to review and revise station policies;
- Implement operational policies and procedures;
- Increase awareness of OMAC among Oxnard residents and the opportunities for community involvement in the station and programming;

OMAC

- Establish and maintain a professional rapport with City of Oxnard officials, representatives of civic organizations and community leaders;
- Develop and implement a plan for OMAC growth;
- Develop and foster the production of diverse and quality programming;
- Increase local programming content;
- Recruit and train volunteers and interns to cover local events and produce new shows;
- Remain informed about trends, technical updates, other events and regulatory issues within the PEG access field in order to share knowledge, adopt best practices, and prepare OMAC for future trends in the industry;
- Manage video servers and automation systems, including internet streaming and video on demand;
- Teach production workshops to Oxnard residents and OMAC interns;
- Ensure efficient equipment check-out and return process, including immediate identification and resolution of technical issues;
- Provide advice and support for subscriber productions;
- Produce, shoot and/or edit programming and promotional materials for telecast;
- Other responsibilities as determined by the OMAC Board.

Qualifications

- Must be an energetic, self-directed, engaging leader with a passion for OMAC's mission;
- Bachelor's degree in a related field or a combination of education and experience in public access or PEG activities;
- At least 3 years of video production experience including proficiency with camera, lighting, editing and audio equipment/processes;
- Excellent verbal and written communication skills, including public speaking;
- Ability to conduct outreach and work with diverse groups, individuals, ideas and opinions;
- Demonstrated strong organizational skills;
- Interest/proficiency in computer networking;
- Ability to work a flexible schedule (daytime, evening and some weekend hours required);
- Valid California driver's license is a requirement;
- Ability to lift and carry up to 40 lbs. of equipment;
- Managerial experience;
- Familiarity with television news production;
- Website and social media expertise.

OMAC is an Equal Opportunity Employer and offers competitive benefits. The successful candidate will be tendered a salary commensurate with his/her experience.

Interested candidates should forward a resume, cover letter and 3 work-related references (for positions held within the last 15 years) to: OMAC, Inc.

Applications must be received by xx/xx/xxxx

OMAC

COLLABORATIONS AND PARTNERSHIPS

OMAC, Inc. has been in discussions with Oxnard College, Community Access Partners of San Buenaventura (CAPS), and other interested entities about potential collaborations and partnerships involving the operation of the public access channel in the greater Oxnard area. This is of extreme importance to our Board of Directors. We have made this goal our highest priority and will continue to pursue all avenues available to us to fully implement the City of Oxnard's Request For Proposal.

All discussions are in the preliminary stages and will progress as the RFP and applicant selection process moves forward.

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- 4.4 Vice-President
- 4.5 Secretary
- 4.6 Treasurer

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- 8.2 Indemnification
- 8.3 Amendment
- 8.4 Dissolution

ARTICLE 1. PURPOSES

OMAC Nonprofit has been organized to operate the public access cable television channel for the greater Oxnard area.

OMAC Nonprofit may therefore seek, apply for, and receive donations, grants, loans, and other funding from individuals, organizations, corporations, government agencies, and others to support and conduct, in any manner, any lawful activities in furtherance of these charitable, scientific, and educational purposes.

Notwithstanding any other provision of these By-laws, the Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE 2. MEMBERSHIP

The Corporation shall have no members.

ARTICLE 3. DIRECTORS**3.1 General Powers**

The management and control of the affairs of the Corporation shall be vested in its Board of Directors. Directors shall not be employees of the Corporation, nor otherwise be compensated for their duties except for out-of-pocket expenses as determined by the Board.

3.2 Number & Qualifications

The Board shall consist of not less than five (5) or more than fifteen (15) Directors, the specific number to be set by resolution of the Board. Directors must be at least eighteen (18) years of age. This corporation is committed to a policy of fair representation on the Board of Directors, which does not discriminate on the basis of race, physical handicap, gender, ancestry, religion, or sexual orientation.

3.3 Election & Term of Office

The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting. At the first annual meeting, one-third of Directors shall be elected to one-year terms, one-third to two-year terms, and the remaining Directors to three-year terms. At subsequent annual meetings, Directors shall be elected to three-year terms. The term of office for newly elected Directors shall commence at the succeeding Board meeting. Each Director shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

ARTICLE 4. OFFICERS

4.1 Number & Qualifications

The officers shall be President, Vice-President, Secretary, Treasurer, and such other Officers and assistant Officers as may be determined by the Board. The same person, except the offices of President and Secretary, may hold any two or more offices.

4.2 Election & Term of Office

The Board at the annual meeting shall elect Officers each year. Each Officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

4.3 President

The President shall be the principal executive of the Corporation responsible for carrying out the directions and resolutions of the Board. He or she shall preside at all meetings of the Board and Executive Committee. Upon resolution of the Board, and not otherwise, he or she may sign with the Secretary, Treasurer, or any other proper Officer authorized by the Board any deeds, mortgages, bonds, contracts, or other instruments (including acceptances of donations, conveyances, or contributions), except in cases where the signing and executing thereof is expressly delegated by these By-laws to some other Officer or agent of the Corporation, or is required by law to be otherwise signed and executed. The President shall in general perform all duties incident to the office of President and such other duties as may be assigned by the Board from time to time.

4.4 Vice-President

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President and when so acting shall have all the powers, and be subject to, the restrictions placed on the President. The Vice-President shall in general perform all duties incident to the office of Vice-President and such other duties as may be assigned by the President or the Board from time to time.

4.5 Secretary

The Secretary shall: (a) keep the minutes of the meetings of the Board; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; and (c) in general perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or the Board from time to time.

4.6 Treasurer

If required by the Board, the Treasurer shall give a bond, at the expense of the Corporation, for faithful discharge of his or her duties in such sum and with such sureties as determined by the Board. The Treasurer shall: (a) have custody of and be responsible for all funds and securities of the Corporation; (b) receive contributions to the Corporation and receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation into such banks, credit unions, trust companies, or depositories as selected by the Board in accordance with the provisions of these By-laws; and (c) in general perform all duties incident to the office of Treasurer and such other duties as may be assigned by the President or the Board from time to time.

ARTICLE 5. COMMITTEES

5.1 Executive Committee

The Executive Committee shall consist of all Officers of the Corporation. The Committee shall have the power to act on behalf of the Corporation subject to final ratification of its acts by the Board. Any Officer may call a meeting of the Executive Committee.

5.2 Other Committees

The Board may establish and empower such standing Community Committees and ad hoc committees, as it deems necessary, and may solicit and approve participation by members of the general public. A Director shall chair every committee. Committee chairs shall perform all duties incident to their office as determined by the President or Board. Committee decisions must be approved by the Board prior to enactment.

ARTICLE 6. PROCEDURE

6.1 Meetings

The annual meeting of the Board shall be held during the winter months for the purpose of electing Directors and transacting such business as may properly come before the meeting. Regular meetings of the Board shall be at least quarterly on a date and time established by the Board. Special meetings of the Board may be called by or at the request of the President, any two Directors, or a majority of paid staff of the corporation. No business shall be transacted at a special meeting except that mentioned in the notice. All meetings shall be held at the principal office of the Corporation or at such other place within the State of California designated by the Board or persons entitled to call a meeting. Attendance at meetings of the Board may, in special situations, be by telephonic or electronic means.

6.2 Notice

Unless otherwise stated in these By-laws, notice of all meetings shall be given to the appropriate Directors and committee members not less than ten (10) days prior to the date of the meeting, by or at the direction of the President, Secretary, or committee chair calling the meeting. Notice for all meetings concerning the removal of a Director or Officer, amendment to these By-laws, or dissolution of the Corporation, shall be given to the appropriate Directors or committee members not less than fifteen (15) days prior to the date of the meeting, by or at the direction of the President, Secretary, or committee chair calling the meeting. Any notice required under the provisions of these By-laws or as otherwise required by law shall be given in person or by mail. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed as it appears in the records of the Corporation, with postage thereon prepaid.

6.3 Quorum

A majority of members shall constitute a quorum for the purposes of conducting business at any meeting of the Board or any committee designated and appointed by the Board. A quorum once attained shall continue until adjournment despite the voluntary withdrawal of enough members to leave less than a quorum.

6.4 Procedure

All meetings shall be conducted according to a standard parliamentary procedure. The Board shall seek to make decisions through the consensus. If consensus cannot be reached in a reasonable period of time, the President may table the decision until the next meeting or ask that a decision be made by the affirmative vote of not less than seventy-five percent (75%) of those present and eligible to vote. Each Board or committee member shall be entitled to one vote. Members not present may vote by written proxy submitted before or at the meeting. Unless otherwise provided for in these By-laws, the act of those present in person or by proxy at a meeting at which a quorum has been attained shall be the act of the body so meeting. Except upon motion properly passed to conduct an executive session, all meetings of the Board shall be open to the public. Executive sessions may exclude anyone not designated in the motion for executive session, but shall be only for personnel matters, property acquisition, and communication with legal counsel.

6.5 Resignation

Any Director, Officer, or committee member may resign at any time by delivering written notice to the President, Secretary, or appropriate committee chair at the registered office of the Corporation, or by giving oral or written notice at any meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof.

6.6 Removal

The Board may remove any Director, Officer, or committee member if they have knowingly violated the rules and policies of the Corporation or carried out activities without Board authorization that have legal or financial consequences for the Corporation. Such termination may take place at any Board meeting. If removal of a Director is proposed, all Directors shall be notified of the meeting and the cause for the proposed termination.

6.7 Vacancies

A vacancy on the Board or any committee, or in any office, may be filled by approval of the Board for the duration of the unexpired term. If the number of Directors in office is less than the minimum required by these By-laws, a vacancy may be filled by approval of a majority of the Directors then in office or by a sole remaining Director.

ARTICLE 7. ADMINISTRATION

7.1 Fiscal Year

The fiscal year shall be the calendar year or such other period as determined by the Board.

7.2 Books & Records

The Corporation shall keep correct and complete books and records of accounts, minutes of the meetings of the Board and committees having any authority of the Board, and at its registered office the names and addresses of the Directors and Officers. All books and records shall be open for public inspection for any proper purpose at any reasonable time.

7.3 Contracts

The Board may authorize any Officer or agent of the Corporation to enter into any contract or to execute and deliver any instruments on behalf of the Corporation.

7.4 Loans

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness issued in its name unless so determined by the Board. No loans shall be made to any Director.

7.5 Checks & Drafts

All checks, drafts, or other orders for the payment of money or other evidences of indebtedness issued on behalf of the Corporation shall be signed by such Officer or agent of the Corporation in such a manner as determined by the Board.

7.6 Deposits

All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as determined by the Board.

ARTICLE 8. MISCELLANEOUS

8.1 Offices

The principal office of the Corporation shall be located in Ventura County of the State of California. The Corporation may also have offices at such other places within the State of California as its business and activities may require and as the Board may, from time to time, designate.

8.2 Indemnification

The Corporation may indemnify to the fullest extent permitted by California State law any person who was or is a party to or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a director, officer, employee, or agent of the Corporation against expenses (including attorneys' fees), judgments, fines, penalties, damages, and any amounts paid in settlement actually or reasonably incurred by him or her in connection with the action, suit, or proceeding. In addition, the Corporation may pay for or reimburse the reasonable expenses of a Director, Officer, employee, or agent of the Corporation who is a party to a proceeding to the extent and under the circumstances permitted by Washington State law.

8.3 Amendment

These By-laws may be amended by a two-thirds vote of the Directors at any meeting of the Board provided all Directors have been notified of this purpose, and that as amended the By-laws shall not contain any provision that permits the Corporation to carry on activities not permitted by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future federal tax code.

8.4 Dissolution

The Corporation may voluntarily dissolve and cease to operate upon the affirmative vote of not less than seventy-five percent (75%) of the Directors at any meeting of the Board, provided all Directors have been notified of this purpose. Upon dissolution, any net assets of the Corporation shall be distributed in accordance with the provisions of the Articles of Incorporation.

ADOPTION OF BY-LAWS

OMAC Nonprofit Board of Directors on (date) adopted the forgoing By-laws.

Secretary, OMAC



Oxnard Media Access Channel

612 Doris Avenue
Oxnard, CA 93030
805 509-2614

CORPORATE RESOLUTION OMAC 001-14 OF OXNARD MEDIA ACCESS CHANNEL

Resolved, that it is desirable and in the best interest of the corporation that the President, Vice-President and Treasurer hereby are authorized to perform on behalf of this Corporation any and all such acts as they may deem necessary or advisable in order to comply with the applicable laws of California, and in connection therewith to execute and file all requisite papers and documents, including but not limited to, applications, reports, and appointments or attorneys for service of process; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefore from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

CERTIFICATE

The undersigned hereby certifies that s/he is the Secretary of OMAC, a corporation organized and existing under the laws of the State of California; that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of said corporation held on the seventh day of February, 2014, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this Seventh day of February, 2014.

A handwritten signature in dark ink, appearing to read "Dantene Miller", written over a horizontal line.

Secretary Signature

The name "Dantene Miller" printed in a serif font, underlined.

Printed Name

2cc NOV 15 2013

ARTICLES OF INCORPORATION

OF

Oxnard Media Access Channel, Inc.

One: The name of the corporation is:

Oxnard Media Access Channel, Inc.

Two: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

The specific purpose of this corporation is to provide the community with access to television and related media; to facilitate communication through multimedia within the City of Oxnard; to collaborate with government, school and the public, and to educate and entertain the community on the multimedia technology, audio and video to produce high quality programming.

Three: The name and address in the State of California of this corporation's initial agent for service of process is:

George Sorkin
612 Doris Avenue
Oxnard, California 93030

The business entity street address and mailing address is:

Physical Address: 612 Doris Avenue, Oxnard, CA 93030

Mailing Address: 612 Doris Avenue, Oxnard, CA 93030

Four: A This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, intervening in any political campaign nor publishing or distributing statements on behalf of any candidate for public office.

Five:

The property of this corporation is irrevocably dedicated to charitable purposes, and no part of its net income or assets shall ever inure to the benefit of any director, officer or member or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment or provision for payment of all its debts and liabilities shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purpose and which has established its tax exempt status under Section 501(c) (3) of the Internal Revenue Code

DATED:

11/6/2013


 George Sorkin, Incorporator

incorporated with limited liability
 corporation
 All rights reserved. No part of this
 publication may be reproduced, stored
 in a retrieval system, or transmitted
 in any form or by any means
 electronic, mechanical, photocopying,
 recording, or by any information
 storage and retrieval system.



George Sorkin, Incorporator

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

003906.400081.50963.1790 1 MB 0.405 530



OXNARD MEDIA ACCESS CHANNEL INC
% GEORGE I SARKIN
612 DORIS AVE
OXNARD CA 93030

3906

Date of this notice: 12-26-2013

Employer Identification Number:
30-0804245

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-0804245. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

ANNUAL FILING REQUIREMENTS

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.



003906

Keep this part for your records.

CP 575 (Rev. 3-2013)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 E

0235504428

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 12-26-2013
EMPLOYER IDENTIFICATION NUMBER: 30-0804241
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

OXNARD MEDIA ACCESS CHANNEL INC
% GEORGE I SARKIN
612 DORIS AVE
OXNARD CA 93030



Attachment No. 2
Page 56 of 89



State of California
Secretary of State

N

Statement of Information

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

EY70936

FILED

In the office of the Secretary of State
of the State of California

JUN-01 2014

1. CORPORATE NAME

OXNARD MEDIA ACCESS CHANNEL, INC.

2. CALIFORNIA CORPORATE NUMBER

C3619747

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY

CITY

STATE

ZIP CODE

612 DORIS AVE, OXNARD, CA 93030

4. MAILING ADDRESS OF THE CORPORATION

CITY

STATE

ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/

ADDRESS

CITY

STATE

ZIP CODE

GEORGE IAN SORKIN 612 DORIS AVE., OXNARD, CA 93030

6. SECRETARY

ADDRESS

CITY

STATE

ZIP CODE

THEADORA DAVITT-CORNYN 1949 S. HARBOR BLVD C-104, OXNARD, CA 93032

7. CHIEF FINANCIAL OFFICER/

ADDRESS

CITY

STATE

ZIP CODE

STEVE NASH 2211 LAUREL VALLEY PL., OXNARD, CA 93036

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address; a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS

STEVE NASH

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

2211 LAUREL VALLEY PLACE, OXNARD, CA 93036

Common Interest Developments

10. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

06/01/2014

GEORGE IAN SORKIN

CEO

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-100 (REV 01/2014)

APPROVED BY SECRETARY OF STATE

Attachment No. 2

Page 57 of 89

**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., Friday, July 25, 2014.

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

Purchasing Division

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



June 23, 2014

ADDENDUM #1

Proposal: Oxnard Public Access Channel (OPAC) Operations
Scheduled Bid Closing Date: Friday, July 25, 2014 @ 4:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- What has been aired on the PAC since 2008, or has there been nothing at all?
There has been no programming on the OPAC since 2008 when Time Warner ceased providing the service. An announcement stating Time Warner was no longer operating the channel appeared on the screen since.
- What kind of nonprofit are you looking for to operate the stations?
California Non Profit Corporation 501 (c) (3).
- What kind of programming would they oversee?
The Public Access channel programming is expected to encourage expression of a wide range of local viewpoints. OPAC is expected to provide free airtime to any member of the public, regardless of the speaker's message.
- What was previously on the channels?
Prior to 2008 the Public Access Channel programming included a community calendar, programs produced by local residents containing political, social, and religious commentary and interviews, video coverage of local events, independent educational videos, etc.
- Will any funds come from the city or from the nonprofit? Availability of capital funding for equipment is at the option of the City and based on an annual review of the needs of the OPAC and the City. Operating costs will be the responsibility of the operator.

Purchasing Division

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



July 1, 2014

ADDENDUM #2

Proposal: Oxnard Public Access Channel (OPAC) Operations

Scheduled Bid Closing Date: Friday, July 25, 2014 @ 4:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Will any funds come from the city or from the nonprofit?

Revised answer from Addendum #1: Fundraising is the responsibility of the operator. Availability of capital funding for equipment is at the option of the City and based on an annual review of the needs of the OPAC and the City. For the purposes of this RFP, operating costs will be the responsibility of the operator; however, the City has not made a final determination of whether it will fund any operating costs at this time.

- Are you looking for other sources of funding:

Revised answer from Addendum #1: Fundraising is the responsibility of the operator. Availability of capital funding for equipment is at the option of the City and based on an annual review of the needs of the OPAC and the City. For the purposes of this RFP, operating costs will be the responsibility of the operator; however, the City has not made a final determination of whether it will fund any operating costs at this time.

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Addendum #1 received: Date _____

Received by: _____

Name & Title, printed: _____

Company: _____

Address: _____

Telephone Number, including Area Code: _____

Fax Number, including Area Code: _____

Purchasing Division

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



July 1, 2014

ADDENDUM #2

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Scheduled Bid Closing Date: Friday, July 25, 2014 @ 4:00 p.m.

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Revised answer from Addendum #1: Fundraising is the responsibility of the operator. Availability of capital funding for equipment is at the option of the City and based on an annual review of the needs of the OPAC and the City. For the purposes of this RFP, operating costs will be the responsibility of the operator; however, the City has not made a final determination of whether it will fund any operating costs at this time.

- Are you looking for other sources of funding:

Revised answer from Addendum #1: Fundraising is the responsibility of the operator. Availability of capital funding for equipment is at the option of the City and based on an annual review of the needs of the OPAC and the City. For the purposes of this RFP, operating costs will be the responsibility of the operator; however, the City has not made a final determination of whether it will fund any operating costs at this time.

- Are you looking for other sources of funding?
Operator must provide a funding and resource development plan for any and all operating costs. The City will not be providing funds, nor raising funds for operating costs. The operator will be responsible for raising such funds.

Addendum #1 received: Date _____

Received by: _____

Name & Title, printed: _____

Company: _____

Address: _____

Telephone Number, including Area Code: _____

Fax Number, including Area Code: _____

OMAC

Oxnard Media Access Channel, Inc.

The founding mission of OMAC is to provide a powerful voice to the community through public access television and electronic media.

OMAC is a tax-exempt nonprofit corporation under IRS Code 501(c)(3). OMAC is operated as a public service for the residents of the City of Oxnard. OMAC will provide the necessary equipment, resources, and training to enable individuals, institutions, and community organizations the capability to create and distribute noncommercial community programming.

**OXNARD MEDIA ACCESS CHANNEL
(OMAC)**

Vision Statement

The Oxnard community is an amazingly diverse mix of cultures, religions, ethnicities and interests. Any numbers of these constituencies do not have a means to connect with the others. The means to form these all-important connections has been made available to us through community access and PEG programming. Our vision is to share our commonalities and differences with the larger community via training, technology and telecommunications.

Mission Statement

Our mission is to facilitate communication that provokes positive and informative dialogue among the residents of the city of Oxnard community through the production of video and audio programming with the use of multimedia technology. We will collaborate with local government, educational entities and service organizations to provide training on the use of video and audio equipment to develop skills for producing high quality program content. We will ensure equality of access to our diverse population to exercise their freedom of speech and expression and to showcase their talents. Our focus will be on the open use of video equipment and production technology as provided for by the Digital Infrastructure and Video Competition Act of 2006, AB 2987.

Purpose and Outreach

We will work with all Oxnard residents, civic organizations and non-profits that encompass the entire sphere of public, education and government interests to provide multi-media training, production and distribution to all content providers. We are a non-commercial, community-based organization, funded through donations, PEG franchise fees and other monies as may become available. Outreach will be multi-faceted on all available platforms, including a bulletin board. OMAC will provide a current and consistently running bulletin board that will provide the community with a current listing of community events, business activities, and public meetings. This bulletin board will provide the opportunity for the residents of the City of Oxnard to post essential information that they feel the community should be aware of and also for local non-profit organizations and businesses to post all of their upcoming events

Our goal is to develop original local content that educates, entertains and informs our viewers, among them Spanish-speaking immigrants who will benefit from programs that teach about the laws, health and welfare, sustainability and energy issues, business, housing and employment opportunities of the area they live in.

This Manual, stating our operating rules and policies, is a living document, one that will be amended through time. The intent is to provide rules that are reasonable, clear and non-discriminatory and which can be fairly enforced.

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PRODUCER AND MEMBER FORMS

Non-Profit Purpose

OMAC is a tax-exempt nonprofit corporation under IRS Code 501(c)(3). OMAC is operated as a public service for the people of the city of Oxnard, California. OMAC will provide the necessary equipment, resources, and training to enable individuals, institutions, and community organizations the capability to create and distribute noncommercial community programming.

The nonprofit would . . .

- Manage the Public Access Channels;
- Administer cable access resources on a non-discriminatory basis under the guidance and direction of a representative, community based, volunteer Board of Directors;
- Operate one or more PEG access production facilities;
- Facilitate use of shared PEG production facilities and equipment in accordance with operating policies established by the Board of Directors;
- Operate facilities in a way that encourages collaboration between PEG entities where appropriate and reduces costly duplication of services and facilities;
- Enforce Operating Rules and Procedures;
- Provide training;
- Coordinate playback/cablecast of programming and provide for daily scheduling and telecast of programs;
- Maintain access equipment;
- Conduct promotion/outreach efforts;
- Develop volunteer and internship opportunities.

Administration

These policies have been established to provide the most effective and efficient delivery of OMAC services and to assure compliance with local, state, and federal laws governing the use of community access facilities. The Executive Director of OMAC is responsible for ensuring that these policies are complied with, uniformly applied and for resolving any questions or interpretations. The Executive Director is also responsible for issuing statements of procedure consistent with these policies to cover all aspects of OMAC operations. An appeal of any ruling by the Executive Director may be made to the OMAC Board of Directors as specified in Section 8. In general, the following Operating Policies apply to all producers.

DEFINITIONS

Membership

OMAC is a membership-based organization. Annual Membership is available to all residents, students and individuals who work in the city of Oxnard and nonprofit community groups, without discrimination, at a rate established by the OMAC Board of Directors (See Membership Form).

Qualifications for Membership

Any person, age 18 or older who resides, works, attends school in, or is affiliated with a nonprofit organization in Oxnard may become a member of OMAC. Parental permission is required for minors under 18 years of age. The parent or guardian for a member under the age of 18 assumes all liability for the minor's involvement with OMAC. Written permission is necessary for any minor to use the facility or check out equipment.

Certified Producer

A Certified Producer is an OMAC member who has been certified proficient with OMAC equipment to produce at an OMAC facility after attending, and completing, the necessary orientation and training classes.

Public Access Programming

Public access programming may include productions created locally, or imported, by Producers for cablecast. The producer of each program, or designated representative of a nonprofit community group, is responsible for content and technical quality. Public access programming may not include any commercial, obscene, or copyrighted content (See Cablecast Request Form).

Code of Conduct

While in any OMAC facility, people must:

- Abide by OMAC sexual and unlawful harassment policies;
- Avoid language that disparages others because of race, religion, origin, gender age, lifestyle or sexual orientation;
- Avoid loud, abusive or disruptive behavior;
- Not exhibit threatening or violent behavior;
- Not violate public laws; any such violations will be reported to the proper authorities;
- Follow staff direction at all times;
- Not bring weapons into the facility (authorized law enforcement personnel excepted);
- Not smoke in the facility;
- Not consume alcohol or any illegal substances on the premises;
- Persons inhibited by the influence of drugs, alcohol or other substances will not be allowed in the facility;
- Maintain non-offensive personal hygiene;
- Represent him or herself solely as an independent producer or as a crew member of an independent producer; a member or user cannot represent him or herself as a OMAC staff member or as acting on behalf of OMAC unless expressly authorized in writing by the Executive Director;
- Be fully clothed;
- Wear closed toe shoes when using OMAC studio and field equipment;
- Avoid running in the facility;
- Take special care not to expose others to contagious health conditions;
- Not bring animals on the premises except for program content purposes or if trained for personal assistance;
- Not loiter, stay onsite without a purpose, or interfere with activities and operations;
- Not consume food and drink on the premises except in designated areas;
- Not use another's property, time or workspace without expressed permission;
- Contact staff to address equipment problems; do not attempt to re-patch any equipment;
- Notify staff if you are unable to attend classes you have signed up for;
- Make certain that children under the age of 18 remain in the company of their parent or guardian and are the responsibility of that person.

There are also important rules to ensure that the equipment is available for other members. Failure to cancel a studio or equipment reservation, mishandling of equipment, late return of equipment and return of equipment in a dirty or improperly-packed condition are also considered conduct offenses that may result in future equipment and studio reservations being cancelled.

Sexual Harassment and Discrimination Policy

OMAC is committed to providing a workplace free of sexual harassment or discrimination (which includes harassment or discrimination based on gender, pregnancy, childbirth or related medical conditions) as well as unlawful harassment or discrimination based on such factors as race, color, religion, national origin, ancestry, age, physical disability, medical condition, marital status, sexual orientation or veteran status. OMAC strongly disapproves and will not tolerate unlawful harassment or discrimination against employees or community members utilizing OMAC services by managers, supervisors or co-workers, as well as by members or any others in our workplace.

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures or cartoons regarding an employee's sex, race, national origin, religion, age, physical disability, medical condition, ancestry, marital status, sexual orientation or veteran status. Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances or verbal or physical conduct of a sexual nature (like name calling, suggestive comments or lewd talk).

If you believe you or a community member utilizing OMAC services have been subjected to any form of unlawful discrimination or harassment, including sexual harassment, you should immediately contact the Executive Director. If you believe that the person perpetuating the unlawful discrimination or harassment is the Executive Director, then you should contact one of the officers on OMAC's Board of Directors. OMAC will immediately undertake an effective, thorough and objective investigation, preserving confidentiality to the greatest extent possible, and attempt to resolve the situation. If OMAC determines that unlawful discrimination has occurred, the employee involved in the improper conduct will be disciplined, up to and including termination. Appropriate action will also be taken to deter any future discrimination. Retaliation against OMAC employees or any other person for the good faith reporting of possible acts or incidents of discrimination or harassment will not be tolerated. OMAC employees shown to have engaged in such retaliation will be disciplined, up to and including discharge.

Section 1. General Rules and Conditions

1.1 Before using the OMAC Media Center, operating OMAC equipment or airing a program on the OMAC channels, all producers (minors and their parent/guardian) are required to attend an orientation class, read the OMAC Operating Policies and sign a Statement of Compliance. Failure to sign the Statement and comply with the OMAC Operating Policies will result in the loss of membership privileges at OMAC.

1.2 The community access channel has been dedicated as a public forum to provide freedom of expression under the First Amendment. It is operated on a first-come, first served, content-neutral, non-discriminatory basis for use by Certified Producers.

1.3 Community access resources are available to any OMAC Member, on a nondiscriminatory basis, subject to availability of resources, completion of the necessary training classes, and upon filing of an appropriate request on the forms provided, for the sole purpose and intent of producing noncommercial programming for the access channel.

1.4 All Members who want to use the OMAC production facility to produce a series or an individual program must complete, sign and submit a Program Proposal form.

1.5 OMAC equipment may be taken out of Ventura County only with the prior written permission from the Executive Director.

1.6 OMAC resources are made available as a community service. Use of these resources solely for personal profit or gain is prohibited.

1.7 In the event OMAC incurs costs in pursuing any remedy necessary to enforce these Operating Policies, OMAC shall be entitled to recover the same from the producer or any other party liable as a result of the use of the access channels, facilities, equipment, or staff.

1.8 Members are not allowed to use any OMAC office equipment or other materials without express permission from the Executive Director.

1.9 The OMAC Volunteer program is available for anyone interested in assisting OMAC Staff in: Field and Studio Productions (camera work, lighting, sound, etc.); City Meetings; Community Bulletin Boards and Administrative Assistance. Volunteer Application Forms must be submitted to OMAC staff along with a signed copy of the Volunteer Code of Conduct.

Section 2. Producer Rights and Responsibilities

2.1 All Producers accept responsibility for all consequences and liabilities resulting from the cablecast of their program. Producers are not an agent or an employee of OMAC; neither is OMAC a joint producer on the program.

2.2 Pursuant to the Copyright Act of 1976, as amended, and limited only by intellectual property rights that may be asserted by other authors for materials included in the programming, persons producing programming for PEG access channel cablecasts will own the copyright and all other rights thereto.

2.3 Producers must make every effort to identify themselves to persons being video recorded to clearly disclose the content and purpose of the program being produced. The producer shall not identify himself or herself as an employee or representative of OMAC.

2.4 Producers must inform their guest(s) at the OMAC Media Center of their necessary arrival time, entry to the studio and other information from the OMAC Operating Policies pertinent to the guest(s) appearance. Producers are responsible for their guest(s) and their behavior and compliance with all OMAC Operating Policies. Guest(s) must be clearly notified that they are participating in a member production and that the production is not associated with OMAC or its staff.

2.5 Producers may seek underwriting to support the production costs of their programs from private and/or public sources. Credit to the funding sources may only be given at the beginning and/or end of the program and may only indicate that assistance or support was provided by the funding source. No information regarding commercial services provided by the funding agent is permitted.

2.6 The placement of non-commercial personal contact information within the content of a program is permissible. This includes personal websites, email addresses, social media pages and phone numbers.

2.7 Fee-for-Service production by OMAC Staff can be arranged if and when resources are available. Please speak with the Executive Director for further information. Members may not solicit production assistance for pay from any individual on OMAC Staff at anytime.

2.8 The producer of each program is responsible to see that all equipment, props, crew and other necessities are obtained and available at the time of production.

2.9 Producers seeking to have programming cablecast on a PEG access channel will grant OMAC an irrevocable worldwide license to utilize that programming in any noncommercial manner whatsoever for educational and information purposes.

2.10 OMAC will not edit, or alter in any way, the content of programming without the expressed written permission of the producer.

Section 3. Use of Facilities and Equipment

3.1 In order to use OMAC equipment and facilities, OMAC members must demonstrate their proficiency by completing the appropriate level of instruction and become certified, prior to scheduling equipment use. Members who have not completed the necessary training classes will not be permitted to reserve equipment or facility usage.

3.2 Any member of OMAC may schedule use of equipment or facilities, subject to availability, and in full compliance with these Operating Policies, no more than 6 weeks prior to the date needed. Studio reservations may be made no more than four weeks prior to the date needed. OMAC Staff has the right to change these timelines if and when necessary.

3.3 OMAC Staff may develop and distribute procedures to insure equitable access by certified producers to equipment, facilities, and studio time due to limited resources.

3.4 Designated OMAC equipment is available for check out during OMAC regular operating hours (See Equipment Request Form).

3.5 It is the responsibility of certified producers to examine the equipment at the time of checkout to verify the equipment is operational and in working order prior to leaving the building.

3.6 All equipment checked out will be due on or before a specified date and time. A late charge, will be assessed if any equipment is returned after the time or date specified.

3.7 The certified producers are fully responsible for the equipment checked out. They will be charged the actual repair or replacement cost if the equipment is returned damaged due to any cause beyond normal wear and tear or if the equipment is lost, stolen, or otherwise not returned (See Section 7, Sanctions and Penalties).

3.8 There is no smoking allowed anywhere within the OMAC facility. Eating and/or drinking is only allowed in designated areas. Eating or drinking in the edit bays, control room or studio is not permitted at any time.

3.9 It is expected that every transaction with OMAC will take place in an atmosphere of mutual respect for persons and property. In any transaction in which respect for staff or property is absent, staff may terminate the transaction and may, at the direction of OMAC Executive Director, impose upon the offending person sanctions up to and including revocation of facility and equipment use privileges, in addition to any criminal or civil penalties which may apply.

3.10 All members and their guest(s) must understand that the OMAC facility is a shared public resource and inappropriate behavior is not tolerated. Cell phone usage in the shared common area is not allowed. OMAC is not responsible for providing Internet access to members.

3.11 OMAC facilities are open to our members for editing during OMAC operating hours. All editing reservations are for up to four (4) hours at a time and are recommended to be made at least twenty-four (24) hours in advance. Reservations may be made no more than two weeks prior to the date

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needed. Special editing times may be reserved, in advance, at the discretion of the Executive Director.

3.12 Some forms of media are available for sale to members by OMAC.

Section 4. Cablecast of Programming

4.1 To request a time slot for cablecast, a Cablecast Request Form must be submitted with each completed program (DVD or other media format). The form must specifically identify the Producer, the name of the program and contain the producer's signature acknowledging acceptance of the waiver of liability and indemnification and the hold harmless clause on the back of the Cablecast Request Form.

4.2 Channel time will be available to any producer subject to availability or prior commitment of staff and facilities. OMAC will offer at least one cablecast of any public access program. The producer shall be fully responsible for any and all licensing or talent fees, copyrights, and royalties that may be due as a result of any cablecast.

4.3 OMAC reserves the right to preempt scheduled programming by notifying the producer of the preempted programming and by making alternative times available. In case of emergency, as determined by OMAC in its sole discretion, OMAC may preempt any and all programming without prior notice.

4.4 Subsequent or encore showings of an access program shall be scheduled at the discretion of OMAC Staff based on availability of channel space and prior programming commitments.

4.5 OMAC will attempt to satisfy member requests for the cablecast of their programs at specific times on specific dates, depending upon the availability of equipment and channel time. OMAC reserves the right, however, to schedule some programs at its discretion based on time, place and manner limitations.

4.6 In allocating channel time for both individual programs and series time slots, the following hierarchy of priority levels will be used:

- A. Live programs and/or live public meetings;
- B. Premiere showings of local programming (produced within Ventura County);
- C. Premier showings of non-local programming (produced outside Ventura County);
- D. Resubmissions of local programming;
- E. Resubmissions of non-local programming.

4.7 Regularly scheduled series time slots may be allocated at the discretion of OMAC Staff. If a series producer fails to submit new programs for more than two consecutive scheduling cycles, the remaining portion of the series time may be reassigned at the discretion of OMAC Staff.

4.8 With the exception of live and series productions, no program will be scheduled until it has been completed and submitted with a signed Cablecast Request Form.

4.9 Programming identified as containing adult content or adult themes will only be shown between the programming hours of 2:00 a.m. and 4:00 a.m. (See Cablecast Request Form). OMAC will display a content advisory notice before each program with adult content or adult themes.

4.10 OMAC, the City of Oxnard, Time Warner and Verizon Fios assume no liability for loss of facility use or transmission due to equipment failure, emergency preemption, or any reason beyond the control of the parties.

4.11 Thirty days after the first scheduled cablecast of a program on any access channel, the raw footage and any preparatory materials may be erased from OMAC hard drives and servers at the discretion of the OMAC Staff.

4.12 Ninety days after the most recent recording or editing of any uncompleted program, all materials relating to the uncompleted program, at the OMAC facility, may be erased from OMAC equipment at the sole discretion of OMAC Staff, unless prior arrangements for longer retention of the materials have been made with the Executive Director.

Section 5. Community Bulletin Board

5.1 The bulletin board is a free service available to promote local nonprofit events (See Bulletin Board Request Form).

5.2 Messages promoting a time sensitive event should be received at least one week prior to the event date of your message. If a message is submitted less than one week before the event, OMAC does not guarantee that the bulletin board message will run.

5.3 Priority is given to representatives of Oxnard nonprofit groups. Public agencies and educational institutions may submit public service text messages, using the form supplied by OMAC, for cablecast on the community bulletin board. Producers may also submit messages to promote cablecasting of their programs on channel 25. OMAC reserves the right to remove or edit any bulletin board message if the guidelines on the Bulletin Board Request Form are not followed.

Section 6. Limitations and Liabilities

6.1 OMAC, the City of Oxnard, Time Warner and Verizon Fios do not exercise any control over, or assume any liability for, the content of any program presented on any access channel, except those programs they produce themselves, singly or jointly. OMAC will display a disclaimer on the access

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channel stating, "Views and opinion expressed in public access programs are the sole responsibility of the program producers and do not necessarily reflect those of OMAC or any of its supporters."

6.2 The producer of each program is solely responsible for the content and presentation thereof and assumes all liability for any consequences of the production or cablecast of the program. All producers shall adhere to all applicable federal, state, and local regulations concerning limits of public speech and television programming content.

6.3 The producer of an access program must agree to indemnify and hold OMAC, the City of Oxnard, Time Warner and Verizon Fios harmless from all liability for damages, costs, and losses resulting from, arising out of, or in any way connected with the use of the cable channel by the producer.

6.4 The producer of each program is solely responsible for obtaining all necessary talent releases, copyright authorizations, and other licenses and approvals (See Personal Release Form).

6.5 Commercial advertising and programming designed to promote the sale of products or services may not be created using OMAC access facilities and equipment nor cablecast on any access channel. This includes any content that is designed for the purpose of personal financial gain.

6.6 No program, which contains a lottery or which involves directly or indirectly the elements of prize, chance, and consideration of money or a thing of value, will be cablecast on any access channel.

6.7 Producers may not charge a fee for personal appearances on the OMAC channels.

6.8 Materials that consist of a direct solicitation of funds will not be cablecast on the access channel, except for public agencies and state or federal certified nonprofit organizations, with the consent of the Executive Director.

6.9 No program, which contains any material, previously found by a court of law to contain obscene material, or to constitute libel, slander, invasion of privacy, or copyright or trademark infringement, or other speech not protected by the First Amendment, will be cablecast over any access channel. Note that "obscenity", slander, and other forms of unprotected speech can only be determined through due process of law. OMAC does not have the authority to determine the legality of program content.

6.10 Completed Program Proposal and Cablecast Request Forms are a public record, available for viewing at the OMAC business office during regular business hours. Any person who wishes to view the program proposal file must provide positive identification, including home address, a record of which shall be recorded on a sign-in log kept with the program proposal file. Program Proposal and Cablecast Request Forms will be kept on file for one year following the initial cablecast of the program.

Section 7. Sanctions and Penalties

7.1 OMAC reserves the right to refuse facility use or time on any channel to anyone reasonably suspected of being under the influence of alcohol or any other drug, or who otherwise appears to not be legally responsible for their own actions. Any drugs or alcohol brought to the OMAC facility will result in immediate suspension. These actions may also result in contacting law enforcement authorities.

7.2 Producers who violate production or equipment policies, such as habitually returning equipment late, may be subject to suspension of the privilege of using OMAC equipment and facilities. These infractions may also result in financial liabilities as specified in Section 3.7. These infractions include, but are not limited to:

- A. Late return of equipment;
- B. Failure to cancel or appear for a reservation;
- C. Return of dirty or improperly packed equipment;
- D. Reserving or checking out equipment for other certified producers, unless special arrangements have been made with the Executive Director;
- E. Eating or drinking in the studio, control room and edit rooms;
- F. Rewiring edit suites without staff permission.

7.3 The following actions may result in an IMMEDIATE SUSPENSION of privileges:

- A. Rude or abusive behavior toward other community members or staff;
- B. Loss or damage to equipment until compensation is made;
- C. Use of equipment for commercial or exclusively private production;
- D. Check-out of equipment for use by non-certified individuals;
- E. Attempting equipment maintenance or repair;
- F. Violating no smoking or eating rules;
- G. Using the equipment or the facilities while under the influence of alcohol or other drugs;
- H. Bringing drugs or alcohol into the OMAC facility.

Statement of Compliance Form

1. I have received, read, and have fully familiarized myself with all of the contents of OMAC Operating Policies. (Initials) _____
2. I understand and agree to the rules and regulations put in place by OMAC and accept that my membership privileges can and will be suspended or terminated if I am in violation of any of the stated policies. (Initials) _____
3. I understand all the information stated on the Request Form and agree that any program I submit will not contain commercial content, obscene material, copyrighted material or content solely for personal financial gain. (Initials) _____
4. I understand the information stated regarding underwriting guidelines and agree to adhere to all the rules in place. (Initials) _____
5. I assume full responsibility for all content submitted and ensure that no policies have been violated. I release OMAC, the City of Oxnard, Time Warner Cable, Verizon Fios and their staff from any liability of damages, costs or losses that may have occurred as a result of the airing my program. (Initials) _____
6. I understand that false or misleading statements made in this Statement of Compliance may result in the forfeit of membership privileges and may result in my immediate suspension or termination from OMAC. (Initials) _____

Print Name: _____ Date: _____

Signature: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

OMAC FORMS

MEMBERSHIP APPLICATION FORM

Memberships:

Basic: \$35.00, includes Annual Membership, all basic workshops, the quarterly newsletter.

Senior (55 or older): \$20.00, includes Annual Membership, all basic workshops, the quarterly newsletter. Fee may be waived or reduced in exchange for volunteer hours at OMAC.

Student: \$20.00, includes Annual Membership, all basic workshops, the quarterly newsletter. Must have proof of residency, proof of maintaining a "C+" G.P.A. as a full-time student currently enrolled in school and a parent must be present when signing paperwork (if under 18 years of age). Fee may be waived or reduced in exchange for volunteer hours at OMAC.

NAME _____

DATE _____

ADDRESS _____

HOME PHONE /WORK PHONE _____

ORGANIZATION, IF APPLICABLE _____

ADDRESS _____

PHONE _____

OFFICE USE ONLY:

WORKSHOP 1 - DATE COMPLETED _____ INSTRUCTOR _____

WORKSHOP 2 - DATE COMPLETED _____ INSTRUCTOR _____

WORKSHOP 3 - DATE COMPLETED _____ INSTRUCTOR _____

WORKSHOP 4 - DATE COMPLETED _____ INSTRUCTOR _____

PRODUCTION DATE COMPLETED _____ INSTRUCTOR _____

Statement of Agreement Form:

I am aware that access users are responsible for any malfunctioning equipment or damage due to misuse, mistreatment, accident, neglect or theft. I assume full financial responsibility for any and all damage to the equipment, and/or loss of the same, while in my possession. Normal wear and tear is not the responsibility of the community producer. Use of the equipment for commercial productions or commercial distribution of the finished program is prohibited and shall result in the loss of certification and suspension from OMAC. Repeated failure to return all equipment promptly and in good condition by the date and time specified will result in suspension of privileges.

Signature _____

Print Name _____

STAFF:

Check Out, Date / Time _____

Check In, Date / Time _____

OMAC FORMS

BULLETIN BOARD REQUEST FORM

Bulletin board service is available to non-profit groups, public agencies and educational institutions on a first come, first serve basis. Please submit completed forms in person, via mail or by FAX. No emails please. You may use the Message Content Guide below or attach your message to this form. OMAC is not responsible for the content of messages. Please proof text and verify any contact information before submitting.

Date Submitted: ____/____/____

Name: _____ Organization (if appl.) _____

Street Address _____ City/State/Zip _____

Phone #1: _____ Phone#2: _____

Email _____

Message Start Date: ____/____/____ Stop Date: ____/____/____

Signature: _____ Date: ____/____/____

TEXT INSTRUCTIONS: Only non-commercial messages are allowed and you must print exactly how they should appear on the TV screen. Each line must not exceed 35 characters including spaces and punctuation marks. Do not break words. There is a one page maximum. Remember to include contact information such phone numbers, web sites or email addresses.

IMAGE INSTRUCTIONS: Any images you would like to include must be submitted as JPEG files and 640 X 480 pixels in size. Please list below a description of the image, file names and indicate where on the screen you would like them to be placed. There is a maximum of one background and two additional images. If you want us to use a library background image please give us a general description of what you want, including color. We will attempt to match it as best we can. No previews please.

IMAGE #1(background): _____

IMAGE #2 _____

IMAGE #3 _____

MESSAGE CONTENT GUIDE

EVENT TITLE: _____

SPONSOR: _____

DATE: _____ TIME: _____

LOCATION: _____ EVENT ADDRESS: _____

EVENT ACTIVITIES: _____

CONTACT INFORMATION: _____

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CABLECAST REQUEST FORM

PLEASE NOTE: This document is a legal binding contract. By completing this form you assume full responsibility for the program content pursuant to all applicable laws and statutes. Programs can be rejected or delayed if paperwork is incomplete, inaccurate or if there are technical problems with the submitted media. Minor applicants must have signature of parent or guardian in order to submit programming. You must be an OMAC member to submit programming. REMEMBER: A new form must be filled out completely for each individual program/piece of media, whether single or part of a series. See other side.

Date Request Submitted: ____/____/____ Date Due: ____/____/____

Member Name: _____

Street Address: _____ City/State/ZIP: _____

Phone: _____ Email: _____

Project Title: _____

Program Title (Episode Name or #): _____

Program is: New (First time airing)/Resubmission (Previously aired)

Program is: Single Program/Series

Program is: Local (Produced in Ventura County)/Import (Produced Outside of Ventura County)

If program is a series, it airs: Weekly/Bi-Weekly/Monthly

TOTAL RUNNING TIME: ____: ____: ____

Media Format: MiniDV/SVHS/VHS/DVD/Other _____

Program end Date: ____/____/____

OMAC reserves the right to air submitted programming unless and end date is specified.

Was any OMAC equipment and/or facilities used for this production? Yes/No

Summary of Program/Episode content: _____

What is your primary target audience? _____

FOR STAFF ONLY: Encoded by ____ on ____/____/____

Total Running Time: ____: ____: ____

Entered by ____ on ____/____/____ Program # _____ Earliest Play: ____/____/____ Attachment No. 2

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ABOUT YOUR PROGRAM

OMAC operates the public access channel as a community service. We encourage you to stop and think for a moment concerning the content of your program. Programs cablecast on the public access channel may be viewed in over 40,000 homes in the greater Oxnard area where there are children whose viewing habits may or may not be closely supervised. Programming identified by members as containing adult content and adult themes will be shown between the hours of 2:00 a.m. and 4:00 a.m. Please be responsible and limit the time of day your program will be scheduled by answering the following questions.

[YES / NO] Does this program contain obscene matter? "Obscene matter" means matter, taken as a whole, that to the average person, applying contemporary statewide standards, appeals to the prurient interest. That, taken as a whole, depicts or describes sexual conduct in a patently offensive way, and that taken as a whole, lacks serious literary, artistic, political or scientific value.

If you answered YES to this question your program will NOT be broadcast.

[YES / NO] Does this program contain adult language? "Adult language" refers to sexual intercourse and/or sexual behavior in any form, or human genitalia or human excretory functions.

[YES / NO] Does this program contain violence, such as extreme acts of violence against people or other living things and graphic depictions of violent acts, images or sounds of violent human or animal mutilation, torture or death?

[YES / NO] Does this program contain nudity such as human nudity that depicts sexual intercourse and/or sexual behavior of any form, or human excretory functions?

[YES / NO] Does this program contain sexual content, such as sexual acts or conversations, dialogue or any other presentation that involves the depiction or simulation of sexual acts and/or sexual intercourse in any form, or human excretory functions?

If you answered **[YES]** to any of the above, your program will be scheduled between 2:00 a.m. and 4:00 a.m.

Please check the genre (s) that best describe your program:

- | | |
|---|-------------------------------------|
| ☐ Adult Content | ☐ Environment |
| ☐ Education | ☐ Political |
| ☐ Music | ☐ Talk |
| ☐ Faith-based/Religious | ☐ Cooking/Food |
| ☐ Arts/Culture | ☐ Fitness |
| ☐ Entertainment | ☐ Informational |
| ☐ News | ☐ Instructional |
| ☐ Sports | ☐ Documentary |
| ☐ Community Event | ☐ Reality |

Programming liability and indemnification agreement:

a. Federal law provides that any person who transmits obscene programming or programming otherwise unprotected by the U.S. Constitution over cable systems may be fined or imprisoned. Moreover, program presenters may be subject to significant civil and/or criminal liability under federal, state, and local laws regarding libel, slander, obscenity incitement, invasion of privacy, copyright violation or violation of other similar laws. OMAC channels may not be used to present material that violates any federal, state or local laws.

b. OMAC production equipment, facility and channels may not be used for the presentation or production of commercial or advertising material designed to promote the sale of products or services, to solicit funds for any activity, or to promote the goodwill of a for-profit entity. OMAC production equipment and facilities and channel may not be used for the dissemination of any information, directly or indirectly, involving lotteries or games of chance as defined in Section 76.213 of the Rules of the Federal Communication Commission.

c. The program presenter and those involved in the production of this program are solely responsible for the content of its programming. OMAC and its supporters are not responsible for reviewing the program, and the cablecasting of a program in no way insulates those involved in the production of the program from criminal or civil liability for the content of the program.

d. The program presenter has obtained all approvals, clearances, licenses, etc. for the use of any and all program material to be cablecast, including but not limited to approvals from broadcast stations, networks, underwriters, music licensing organizations, copyright owners, performers representatives, all persons appearing in or referred to in the program material and any and all approvals that may be necessary to transmit programs over OMAC channels.

e. Program presenters assume complete liability for the content of the programming they present and to maximum extent permitted by law, agree to defend, indemnify and hold harmless OMAC and the City of Oxnard and all other supporting groups and organizations, or any of their employees, officers or agents from any and all claims which may arise from the cablecast of a program.

I have read the requirements and regulations and attest that all the statements I have made are true to the best of my knowledge. I understand OMAC policies and programming liability and agree to be bound contractually to them.

SIGNATURE: _____ DATE: ____/____/____

PLEASE NOTE: All media must be clearly labeled with member and/or organization name, program/episode title(s) and contact information (phone & email). All media must be picked up within thirty (30) days of first cablecast. OMAC is not responsible for any media left beyond that time. All programs must begin with ten (10) seconds of black proceeding the first frame of video and at least ten (10) seconds of black at the tail.

Attachment No. 2

Page 85 of 89

DUB REQUEST FORM

All dub requests are on a 24-hour minimum turn-around but a longer turn-around may occur due to high volume, equipment malfunction or a large volume of requests. Please request a pick-up day and time and OMAC will try to accommodate your request as best we can. OMAC cannot honor tape dub orders of twenty or more copies per request. Please fill out a separate request for each original source media.

Today's Date: ____/____/____ Pickup Request: ____/____/____

Name (please print): _____

Organization: _____

Street Address _____ City/State/ZIP _____

Phone: _____ Email _____

Title/ID# on Source Media: _____

EXACT TOTAL RUNNING TIME: ____: ____: ____

Source Media Format: _____

Dub Media Format: _____

How many dubs per Original: _____

Prepayment is required for all dubs. Any materials left over sixty (60) days may be discarded or reused.

I authorize a 3rd party to pick up my order.

Authorization Signature _____ DATE: ____/____/____

Charges TBD

FOR STAFF ONLY:

Dub completed by: _____

On: ____/____/____

Total running time: ____: ____: ____

Amount paid: _____

OMAC FORMS

STUDIO RESERVATION FORM

To all Producers: You are entitled to a maximum of four (4) hours studio time per day and twelve (12) hours total studio time per finished program. Producers are responsible for providing their own tape and crew for all shoots. One OMAC staff person is available only to make sure you have what you need, not as a crewmember. Though you may use non-OMAC members as crew, an OMAC member must be present at all times during your shoot. To insure availability please reserve studio two (2) weeks prior to your shoot day. Reservations are subject to cancellation at the discretion of OMAC at any time.

Date Submitted: ____/____/____

Member Name: _____

Organization: _____ Address: _____

Phone #1: _____ Phone #2: _____

Email _____

Project Name: _____

Date Requested: ____/____/____ Time Requested: _____ AM PM

NOTE: Studio normally includes 4 wired lapel mics. Additional audio equipment must be reserved separately. Any requests for additional equipment (furniture, props, etc.) must be listed below and are subject to availability:

***NO FOOD OR BEVERAGES ARE ALLOWED IN THE STUDIO OR CONTROL ROOM AREAS.**

You are responsible for all of the equipment used in the studio during your reservation. If equipment is lost or damaged, you will be charged for replacement.

Signature: _____ Date: ____/____/____

Parental Signature: (for minor applicants) _____ Date: ____/____/____

Print Name: _____

STAFF ONLY: Entered by: _____ Date: ____/____/____

Attachment No. 2
Page 87 of 89

OMAC FORMS

VOLUNTEER FORM

Date Submitted: ____/____/____

Name: _____ Organization (if appl.) _____

Street Address _____ City/State/Zip _____

Daytime Phone: _____ Nighttime Phone: _____

Phone: _____ Pager: _____

Emergency Contact: _____ Phone: _____

Email: _____

Please list appropriate Knowledge, Experience and Skills:

Why do you want to become an OMAC volunteer?

Where did you hear about OMAC? _____

Would you like to be on the OMAC mailing list? YES / NO

What days and times are you available?

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY SUNDAY

Signature: _____ Date: ____/____/____

Print Name: _____

Parental Signature: (for minor applicants) _____ Date: ____/____/____

PERSONAL RELEASE FORM

Production Title: _____

Production Date(s): _____

Production Location: _____

1) I, the undersigned, hereby authorize _____
(herein to be referred to as Producer), their employees, agents and heirs, to photograph me, take motion pictures of me, take videotapes of me, and /or make electronic sound recordings of me (herein referred to as photographic or electronic reproductions).

2) I authorize Producer to the use of any such photographic or electronic reproductions of me for any purpose, including, but not limited to commercial, educational and other public media as may be deemed appropriate by Producer (I understand that I may be identifiable from such photographic or electronic reproductions.) Agreed and accepted by:

Print Name: _____

Street Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Signature: _____

Date: ____ / ____ / ____

Parental Signature: (for minor applicants) _____

Date: ____ / ____ / ____

I am signing this form as an individual. [yes / no]

I sign this form as a representative of a group. [yes / no]

Name of the group: _____

July 23, 2014

JOSEPHINE MEMORIAL FOUNDATION (JMF)
501-C-03 Non-Profit Organization
California Corporate Number: C2814631
Harry Abraham-Castillo / Elizabeth Wolfel-Campos / Jamison White
5280 Cypress Road
Oxnard, CA 93033
818-435-8721

OXNARD PUBLIC ACCESS CHANNEL OPERATIONS
City of Oxnard Purchasing Office
300 W. Third Street, Second Floor
Oxnard, CA 93030
Attention: Patricia Garcia, Buyer

PROPOSAL FOR OXNARD PUBLIC ACCESS CHANNEL OPERATIONS

Pursuant to Government Code section 6254 et seq. and the California Uniform Trade Secrets Act ("UTSA"), the Josephine Memorial Foundation requests confidential treatment for all information submitted using the color blue in this response and all portions of our exhibits submitted and printed in that particular color. The information provided by JMF in the color blue is maintained and treated as confidential by JMF and is not shared or provided to third parties. The information provided in blue contains proprietary trade secrets and could have a serious detrimental impact to JMF should this information be made available to JMF's competitors. The portions of this submission printed in blue are exempt from disclosure pursuant to a Public Records Act request under Government Code section 6254(d)(4) and section 6254(k) (through which the trade secret privilege of Evidence Code Section 1060 applies.) Please confirm that confidential treatment will be provided. In the event the City of Oxnard intends any disclosure of the information displayed in blue in this submission, we request at least one week's advance notice in order to discuss the matter with you, and take appropriate action.

ABOUT US

We at the **Josephine Memorial Foundation** (hereafter referred as **JMF**) thank the **City of Oxnard** for the opportunity to be able to submit our response to your Request for Proposal (RFP) in order to provide public access television services to the City.

We are confident that upon review of our proposal you will arrive to the conclusion that our organization is amply qualified and experienced in the management and operation of electronic media production and distribution equipment and facilities, and the promotion and

Quali Group Media Group



ingredients for the success of the channel. We are certain that OPAC will only become the proud voice of Oxnard with systematized synergy and cooperation between the private and public sector.

OBJECTIVES

Our main objective will be to provide realistic public access television services that are open on an inclusive, non-discriminatory basis. It is our priority to make sure that all existing community producers are welcomed and encouraged to provide and broadcast their content. However, JMF goals reach beyond the norm, and we also plan to achieve the following list of objectives:

- **Commencing operations within 90 days from the signing of the MOU, broadcasting 8 hours of television programming per day and live stream site.**
- **Build a self-funding channel operation where the city will eventually recoup all of the PEG funds provided to initiate operations.**
- **Our strategy calls for the creation of internship programs that transition students to local media jobs.**
- **We intend to create a sponsor-based on-air platform that contributes revenue to the city, and generates local marketing partnerships that benefit ancillary city operations like the PACC and the Golf Course.**

INITIAL SERVICE LEVEL (ISL)

a- ISL - Time Frame:

- ISL starts 90 days after signing the agreement
- ISL Programming Phase #2 starts six months after signing the agreement
- ISL Programming Phase #3 starts nine months after signing the agreement

b- ISL - Developing Viewers:

In the launching of a commercial TV station or a Public Access Channel, the acquisition and retention of TV viewers is the key for the survival of the operation. A retail store without customers goes bankrupt and gets boarded up. A Public Access Channel without viewers will just drain more funds from the city, will not be an effective promotional vehicle for local events, and will not attract any sponsorship partnerships.

PEG channels are broadcast via cable TV franchises, and cable TV viewers are more selective and have more channel choices. In surveys, they cite interesting content, quality video, and time-shifting or video on-demand services as their main reasons for watching a particular channel.

While TV retains its ability to reach large numbers of people over short periods of time, the explosion of channels has enabled the targeting of tighter, smaller groups with specific interests, habits and mind-sets. That brings us to our initial programming strategy at this Initial service level. Let's generate a loyal audience before we launch our local programming.

c- ISL - Programming:

~~[REDACTED]~~

~~There will allow us to:~~

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The word "programming block" is a local organization operating within
 the community, and is not a part of programming and community development
 programs. The word "programming" is defined in 42 CFR 100.101 and 42 CFR 100.102.
 The word "programming" is defined in 42 CFR 100.101 and 42 CFR 100.102.
 The word "programming" is defined in 42 CFR 100.101 and 42 CFR 100.102.
 The word "programming" is defined in 42 CFR 100.101 and 42 CFR 100.102.

d- ISL - Programming Grid:

- This Initial programming block will be broadcast daily, from 2:00 PM to 10:00 PM.
- 26 hours per week will be broadcast in English
- 26 hours will be broadcast in Spanish
- 4 hours will be broadcast in Tagalog

e- ISL - Programming Content:

- [illegible]

f- ISL Programming - Phase #2:

Six (6) months after the signing of the agreement, we will initiate our second phase of the programming launch. At this time, 5 of the 56 programming hours of the Initial Programming

Grid will be replaced by programming content locally executed by producers from the Oxnard community.

This new programming launch will include:

- 2 hours of locally produced content in English
- 2 Hours of locally produced content in Spanish
- 1 Hour of locally produced content in Tagalog

g- ISL Programming - Phase #3:

Nine (9) months after the signing of the agreement, we will initiate our third phase of the programming launch. At this time 5 additional hours of the Initial Programming Grid will be replaced by programming content executed by local producers from the community. The total hours of locally produced programming broadcast by the channel has been now expanded to (10) ten full hours.

- 4 hours of locally produced content in English
- 4 hours of locally produced content in Spanish
- 2 hours of locally produced content in Tagalog

h- ISL - Broadcast Engineering:

We intend to ask the city for a portion of the PEG capital funds provided by cable franchises in order to finance the initial operational expenditures of the OPAC until our funding capacity reaches a sustainable level. Financial details will be disclosed in this proposal as part of our budget.

Since these funds are only available for equipment and capital expenditures, JMF plans to operate the channel during the Initial Service Level with no physical facilities.

The City of Oxnard will own all of the equipment, appropriate inventory documentation will be provided, and all of the proprietary equipment of the channel will be installed at the channel's new local facilities in Oxnard, when our operation reaches the Enhanced Service Level stage of our deployment.

JMF has negotiated this seamless video integration platform with **Hartland Video Systems (HVS)** in order to provide technologies for all links in the broadcast chain. Heartland Video Systems will act as the initial broadcast engineering arm of JMF. HVS has been supplying the broadcast industry with quality communication equipment, professional installation services and ongoing technical support for over 20 years. HVS is a proud member of the Society of Broadcast Engineers (SBE) and an honored recipient of a 2010 Broadcast Engineering Excellence Award.

The following services are included as part of JMF's proposed purchasing agreements with HVS:

- Transmission to Cable Franchise
- Editing equipment and editing services

- ENG Field Video Equipment
- Channel On-Air look production including station IDs, promos, bumpers, chyron, and programming transitions
- Content transferring and scheduling
- Master Control automation, monitoring, and playback
- Graphics library
- Sound library
- Voice over recording & talent
- Dedicated liaison personnel
- Maintenance

i- ISL - Website with Video On-Demand

Simultaneously to the launch of the TV channel, JMF will launch a companion website within 90 days from the signing of the agreement.

This website will accomplish five main objectives:

- Education and outreach regarding upcoming production opportunities, equipment, and facilities for the community.
- Live streaming of the channel's signal
- Video streaming on-demand of the channel's programming
- Marketing extension opportunities for sponsors and underwriters
- Promotion of current programs and promotion of content recruitment

The proposed website will include the following digital destinations/sections among others:

- Channel Live
- Programs On-Demand
- Programming Schedule
- About Us
- JMF's Team
- Mission Statement
- Sales & Marketing
- Sponsorship Opportunities
- Sales Team and Contacts
- Channels Media Kit
- Upcoming Facilities
- Upcoming Camera Equipment
- Upcoming Editing Equipment
- Programming Submissions & Guidelines for Broadcast
- Legal & Disclaimers
- Affiliation and Handbook

j- ISL -Fundraising, Sales, Marketing, and Channel Promotion

In accordance to the parameters of Section A-1 of the proposed MOU, 12 minutes per hour of on-air time will be dedicated to fundraising, advertising, sponsorship, and underwriting recognition. This block of ad air-time will be thereafter referred as "commercial inventory."

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ENHANCED SERVICE LEVEL (ESL)

a- ESL - Time Frame:

Enhanced Service Level begins 12 months after the signing the agreement, and It includes three scheduled milestones:

ESL-1 Classes begin for instructional qualifications - Month 12

ESL-2 Checkout of field video & editing facilities begins - Month 18

ESL-3 Studio facilities begin - Month 24

b- ESL - Mandates:

At this stage we have already broadcast 195 hours of programming that has been locally produced by the Oxnard community, thus accomplishing two of the fundamental mandates of access television:

- Enable the community to exercise its free speech
- Provide a platform for the community to express alternative viewpoints that may not otherwise be heard

During the Enhanced Service Level, we will continue the expansion of locally produced content broadcast by the channel, and we will fulfill the third mandate of access television:

- Provide the community with the tools of media production, along with training in using these tools

c- ESL - Scope:

Enhanced Service Levels to provide basic services for a city the size of Oxnard require a developed and adequately paid staff of many full time employees.

Minimum facilities requirements to provide adequate space for studios, editing, equipment storage and checkout, programming, training, community meetings, and administration, would begin at about 6,000 sq. feet. We have had initial meetings with Paul Sangster, owner of the Teatro Boulevard in downtown Oxnard, and we believe his location or an alternate space at the PACC will be ideal scenarios to create a media arts hub within the city. Our engineering consultants indicate that both locations are also situated near or adjacent fiber optic connections to transmit a signal to the cable franchises. Perhaps space at the PACC could be negotiated free of charge with the city, but we are not making those assumptions as part of our budget projections.

The operational costs for such facilities and staff would be approximately \$1.1 to \$1.2 million annually, [REDACTED]

[REDACTED], since grant writing and fund raising is a lengthy process, and most forms of non-profit underwriting are only available for institutions that have been operating for a minimum of three years.

Another way to save on core costs would be to consider combining separately run P, E, and or G into a single PEG or P&G facility managed by a single entity, and/or to share core costs such as engineering/equipment repair and maintenance. But the MOU clearly indicates that our proposal such not include that consideration.

d- ESL-1 Milestone - Classes for Instructional Qualifications

Public access training should include all phases of pre-production, production and post-production for field and studio. **These training classes will be provided by the OPAC twelve months from the signing of the agreement, and they are mandatory in order to be able to checkout or operate OPAC's equipment and facilities.**

In addition to technological training, the community needs hands-on skill-building as well as critical analysis, so that community members are empowered to create their own media messages. Workshops in program promotion and distribution should be included. All levels of training should be available to people of all socio-economic levels and cultures, as this is what enables the mandate of public access to be truly fulfilled.

Several workshops and seminars will be created, and members of the community will be able to select the seminars in accordance to the area of the facility they want to access or the equipment they want to use.

Seminars will range in price from \$50 to \$150, depending on the hours of instruction. Discount packages will be created for combo-packs of multiple seminars. The seminars will be taught by recognized industry professionals.

There are dozens of directors, on-camera talent, producers, cameramen, lighting directors, digital graphic designers, and editors in the industry that were mentored by Mr. Abraham-Castillo, an executive member of our organization. JMF plans to utilize these networking opportunities to generate an impressive pool of instructional talent for our community. We also hope that these individuals will become ambassadors of the OPAC on and off the air, and will provide a bridge for the furthering of the careers of those community members that are interested in pursuing an occupation in broadcasting.

JMF will also reach out to Colleges and Vocational Schools in Oxnard in order to explore the possibility of providing the OPAC's qualification workshops and seminars as "extension programs" of those institutions.

e- ESL-2 Milestone - Checkout of field video & editing facilities

These services begin 18 months after the signing of the MOU agreement. Instructional classes have begun six months prior to this date in order to insure a sufficient pool of trained videographers within the community.

ENG Video field kits including HD cameras, memory cards, lavallere/shotgun/handheld microphones, lights, reflectors, gels, cases, tripods, monopods, cables and accessories will be available to the community in addition to Final Cut Pro Editing bays located at the OPAC facilities.

- Community members checking out the equipment will be responsible for damage and replacement.
- A checkout form file system will be created including reservation periods, start and return date policies.
- All processes will be conducted online via the OPAC's website for minimal staffing
- A handbook will be created
- Users will be encouraged to secure insurance. No insurance coverage will be provided.
- No rental fees will be required, but a wear and tear equipment fee will be collected ranging from \$15 to \$30 per day depending on the equipment.

- No content storage will be provided once the equipment is returned. All drives and memory sticks will be erased upon return.

f- ESL-3 Milestone - Studio facilities

We project the studio facilities will be open to the public twenty four (24) months after the signing of the agreement.

We will construct an HD fully digital studio for the community including lighting grid and dimmer board, green screen, digital file recorders and DVD recorders, audio mixers and microphones, 3 HD cameras on pedestals, one handheld HD camera, teleprompter and voice over booth.

The facilities will be available to members of the community that have completed the studio qualification classes. We expect this will be a popular facility that will require a limit of 7-8 hours per month of maximum usage per community producer.

A handbook of procedures will be provided, as well as checkout, reservation, and return procedures.

g- ESL - Additional Sources of Revenue

With the arrival of the equipment and the facilities, there are four additional sources of revenue that kick-in in association with the Enhanced Service Level:

1. OPAC Affiliation

In order to access media classes, checkout equipment, and use the facilities of the Oxnard Public Access Channel, a resident of the community will be required to become an affiliate. Yearly fees will range from \$20 to \$40 depending on different scenarios and perhaps including student and senior discounts.

2. OPAC Workshops

In order to checkout equipment and use the channel's facilities, a registered affiliate will be required to become qualified via the OPAC workshops. These seminars will range in price from \$50 to \$150, depending on the hours of instruction

3. OPAC Production Services

Certain businesses and organizations in the community will be interested in broadcasting their opinion, messages, and announcements via the OPAC, but they do not have the time or the desire to produce the content themselves. Therefore, the channel will begin offering production services during the ESL period. These services will include turn-key production packages, event coverage, as well as field and studio production. These production services will also allow the channel the opportunity to begin the offering of paid crew position opportunities for community members that have received qualification under the OPAC workshops.

4. OPAC Grants

[REDACTED] the channel has now reached a level of operation during the ESL stage that will allow the incorporation of dedicated grant writing and fundraising personnel. These grants are difficult to obtain, and sometimes they take two and three tries, but JMF is determined to explore every resource available in the marketplace in order to reach the goal of self-sustainability for the operation. These personnel will be able to conduct fundraising efforts through membership drives and exploit revenue generation through use of studio and equipment.

We aim to raise \$200,000 per year using these additional sources of revenue.

h- ESL - Interns and Volunteer Program

We will explore with legal counsel and human resources experts the possibility of creating a volunteer exchange program where certain fees related to affiliation, workshops, seminars, and equipment wear and tear are waved or reduced in exchanged for participation in the volunteer program.

Most importantly, JMF will concentrate its efforts in the creation of an internship program in conjunction with area colleges and vocational schools. There is a large amount of grant money where the funding is married to "delivering an educational and instructional component," so it makes sense to concentrate our efforts in the creation of an internship program rather than focusing on volunteers. This will be our priority.

OPAC's Interns will have to be enrolled in a school and will receive school credit for their participation. It will require a minimum number of hours per week, and OPAC will provide on the job training in the areas of studio and field production, sales and marketing, PR and fundraising, post-production, marketing, and media business administration.

The program will be promoted using the website, the on-air inventory, and [REDACTED]. In addition, OPAC's social media components will be aggressively expanded and managed at the ESL level, and these media outlets are perfect environments for the recruitment of individuals of school age.

i- ESL - Broadcast Engineering

TH [REDACTED]
[REDACTED]

With the arrival of the studio facility 24 months after the signing of the MOU, the automated master control system and all encoding capabilities will be installed by HVS and will be manned in-house at the channel's facilities in the City of Oxnard by OPAC's personnel. It will require one full time person to work exclusively on technical aspects of uploading content in accordance to the programming schedule, [REDACTED]
[REDACTED]

HVS has recommended the installation of an affordable, automated channel playback system that will help free up staff time. Whereas staff previously spent time manually playing videotapes one by one, this process is now automated thanks to this technology. As systems have become more automated and programmable, this has allowed programming staff to work on other critical programming duties, such as exploring new ways to make programming schedules more accessible and searchable by the viewing public.

j- ESL - Programming Grid

At this point twelve months have elapsed and our on-air programming grid already contains 10 hours of locally produced programming per week.

We intend to increase the broadcast of these locally produced programming hours in increments of five (5) additional hours every three (3) months, until the block of local programming reaches a total of 46 hours.

At that point and in our opinion, we will have reached maximum production capacity. We believe the production capacity of this facility constructed at this budget, the wear and tear of the existing available equipment, and the training volume of our facility would have reached its limits, if we intend to broadcast local programming that will meet the threshold of production quality that our viewers and sponsors deserve and request.

We project reaching production capacity thirty (30) months after the signing of the MOU agreement. The final composition of the on-air grid at that point will be as follows.

Sign-On to Sign-Off: 2:00 PM to 10:00 PM – 56 Broadcast Hours

- 20 hours of locally produced content in English
- 20 hours of locally produced content in Spanish
- 4 hours of locally produced content in Tagalog
- 2 hours of local content in other languages spoken locally, including Mixteco.
- 5 hours of Spanish-Language classes
- 5 hours of English-Language Classes

k- ESL – Programming & Facilities Policies

These are the basic general programming guidelines to air content in OPAC. A handbook will be created and submitted to the City of Oxnard for approval:

- Broadcast Engineering Quality Control - Creates a checklist of tech standards. All items must be met
- Programming Quality Control - Creates a checklist of format standards. All items must be met
- No Censorship is applied. All content that passes quality control will be broadcast on a first come, first served basis
- 50% of the air time will be dedicated to episodic or series programming
- 50% will be dedicated to single broadcasts, specials, and fillers
- A producer must be an affiliate to submit content
- Producers must accept broadcast liability to submit content
- Producers must accept restrictive content guidelines prior to submitting material
- Material from first time producers will be pre-screened
- Content produced using OPAC's equipment must have a first broadcast in OPAC
- To obtain a series time-slot the producer must have four episodes ready
- Marketing and Promotion is encouraged. Popularity will be measured by the quantity of online reviews. Thresholds will be created to retain a series time-slot.
- To retain a series time-slot a producer must have two upcoming episodes on file
- An affiliate code of conduct will be created
- A content code of conduct will be created
- A list of violations and consequences will be created
- Violations can be appealed to the Director of Community Affairs
- Second appeal level will be conducted by Advisory Committee
- Third appeal level is conducted by the JMF Board
- JMF will refer to the City any cases that exceed our three-tier appeals process
- Sanctions remain in effect during the appeals process.
- Some violations of content restrictions will trigger suspension from future broadcast
- Some equipment violations will trigger a ban from the channel's facility

ADMINISTRATION

The **Josephine Memorial Foundation** will establish different levels of administration for the operation of the OPAC:

- The operation of the public access services including the contract with the city, producer affiliations, rules, procedures, facilities, administration, non-profit grants and fundraising, internship programs, instruction, and everything related to the relations with the community and the city at large will be managed by our board of directors.
- The foundation has partnered with Altamira Media, LLC and its president Harry Abraham-Castillo for the management of the broadcast operation, engineering, marketing, promotion, advertising, on-air look, and commercialization of the channel.
- The foundation will establish an advisory committee of prominent members of the community including representatives of the city. This committee will meet regularly and will provide guidance and input for the betterment of the channel operation.
- The foundation will generate partnerships with non-profits. Non-profit members of OPAC will use their membership benefits to create Public Service Announcements ("PSAs") and other mission-critical programming for television and the Internet.
- The foundation will establish partnerships with cultural and community centers. Our partnerships with community and cultural centers will result in programming that showcases Oxnard's cultural diversity.
- The foundation will create partnerships with the government. Our partnerships with government agencies will enable the local government to communicate to their public, provide timely information, and engage constituents in public issues.
- We'll establish partnerships with local businesses. Our support of and by local businesses is another way we will serve the community effectively.

BUDGET & FINANCIAL PROJECTIONS

The **Josephine Memorial Foundation** has attached a proposed budget as part of the Exhibit (A) of this document.

RESUMES & EXPERIENCE

The **Josephine Memorial Foundation** has attached a list of credentials as part the Exhibit (B) of this document.

NON-PROFIT DOCUMENTATION & REFERENCES

The **Josephine Memorial Foundation** has attached a list of documents related to its non-profit registration and a list of references as part of Exhibit (C) of this document.

We thank the **City of Oxnard** for the opportunity to participate in the RFP process in order to provide public access television services to the City.

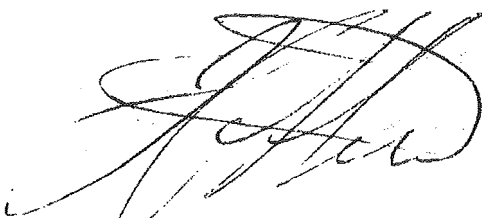
Respectfully,



Elizabeth Wolfel-Campos
CEO
Josephine Memorial Foundation
Oxnard, California
(805) 607-9603
elizabethwolfel@aol.com



Jamison White
CFO
Josephine Memorial Foundation
Oxnard, California
505-507-1762
thornsbarry@aol.com



Harry Abraham-Castillo
President
Altamira Media, LLC
www.altamira.tv
A partner of the Josephine Memorial Foundation
Port Hueneme, California
818-430-2779
harry@altamira.tv

Josephine Memorial Foundation
OPAC OPERATIONS
Operating Budget - YEAR 1

Revenues

LMA-1 English Broadcast	150,000.0
LMA-2 Spanish Broadcast	100,000.0
LMA-3 Publication	50,000.0
Fundraising & Grants & Donations	20,000.0
Affiliate Fees	3,000.0
Workshops & Seminars Fees	0.0
Equipment Wear & Tear Fees	0.0
Outside Productions & Equipment Rental Fees	0.0
Studio Rentals Fees	0.0
TOTAL REVENUES	323,000.0

Expenses

Initial Programming Library - 2912 broadcast hours	245,000.0
Website	15,000.0
Website Component Production	20,000.0
Live Streaming Carrier	20,000.0
Legal & Sales Costs associated with LMAs	15,000.0
HVS Equipment Mpurchase, Servicing, and Maintenance Contract	350,000.0
Altamira Media (Based on 15% of revenues excluding PEG funds)	48,450.0
Marketing Coordinator (From sponsorship funds)	20,000.0
JMF Affiliate Coordinator (From Sponsorship funds)	30,000.0
JMF Content Coordinator (From Sponsorship funds)	30,000.0
JMF Technical Coordinator (From Sponsorship funds)	30,000.0
Instructional	0.0
Studio	0.0
Studio Personnel	0.0
Field Equipment	0.0
Field Equipment Personnel	0.0
Master Control	0.0
Master Control Personnel	0.0
Phisycal Facilities	0.0
Administration	0.0
Additional Personnel (From Sponsorship Funds)	0.0
TOTAL EXPENSES	(323,450.0)

Contingency

(24,703.5)

OPERATING TOTALS

(525,153.5)

FUNDING - CITY OF OXNERD - PEG FEES

525,153.5

Attachment No. 3
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Josephine Memorial Foundation
OPAC OPERATIONS
Operating Budget - YEAR 2

Revenues

LMA-1 English Broadcast	180,000.0
LMA-2 Spanish Broadcast	120,000.0
LMA-3 Publication	60,000.0
Fundraising & Grants & Donations	40,000.0
Affiliate Fees	25,000.0
Worshops & Seminars Fees	12,000.0
Equipment Wear & Tear Fees	4,000.0
Outside Productions & Equipment Rental Fees	20,000.0
Studio Rentals Fees	15,000.0
TOTAL REVENUES	476,000.0

Expenses

Programming Library - 1872 broadcast hours	156,000.0
Website	2,000.0
Website Component Production	2,000.0
Live Streaming Carrier	30,000.0
Legal & Sales Costs associated with LMAs	3,000.0
HVS Equipment Purchase, Servicing, and Maintenance Contract	150,000.0
Altamira Media (Based on 15% of revenues excluding PEG funds)	71,400.0
Marketing Coordinator (From sponsorship funds)	30,000.0
JMF Affiliate Coordinator (From Sponsorship funds)	40,000.0
JMF Content Coordinator (From Sponsorship funds)	40,000.0
JMF Technical Coordinator (From Sponsorship funds)	40,000.0
Instructional	37,000.0
Studio Miscellaneous	24,000.0
Studio Personnel	30,000.0
Field Equipment Miscellaneous	12,000.0
Field Equipment Personnel	20,000.0
Master Control Miscellaneous	24,000.0
Master Control Personnel	50,000.0
Phisycal Facilities	60,000.0
Administration	30,000.0
Additional Personnel (From Sponsorship Funds)	35,000.0
TOTAL EXPENSES	(886,400.0)

Contingency

(26,592.0)

OPERATING TOTALS

(416,992.0)

FUNDING - CITY OF OXNERD - PEG FEES

436,992.0

Attachment No. 3
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Josephine Memorial Foundation
OPAC OPERATIONS
Operating Budget - YEAR 3

Revenues

LMA-1 English Broadcast	216,000.0
LMA-2 Spanish Broadcast	144,000.0
LMA-3 Publication	72,000.0
Fundraising & Grants & Donations	100,000.0
Affiliate Fees	30,000.0
Worshops & Seminars Fees	14,400.0
Equipment Wear & Tear Fees	4,800.0
Outside Productions & Equipment Rental Fees	40,000.0
Studio Rentals Fees	30,000.0
TOTAL REVENUES	651,200.0

Expenses

Programming Library - 520 broadcast hours	100,000.0
Website	2,000.0
Website Component Production	2,000.0
Live Streaming Carrier	36,000.0
Legal & Sales Costs associated with LMAs	3,000.0
HVS Equipment Purchase, Servicing, and Maintenance Contract	30,000.0
Altamira Media (Based on 15% of revenues excluding PEG funds)	97,680.0
Marketing Coordinator (From sponsorship funds)	30,000.0
JMF Affiliate Coordinator (From Sponsorship funds)	40,000.0
JMF Content Coordinator (From Sponsorship funds)	40,000.0
JMF Technical Coordinator (From Sponsorship funds)	40,000.0
Instructional	41,000.0
Studio Miscellaneous	27,000.0
Studio Personnel	33,000.0
Field Equipment Miscellaneous	13,200.0
Field Equipment Personnel	22,000.0
Master Control Miscellaneous	27,000.0
Master Control Personnel	55,000.0
Phisycal Facilities	60,000.0
Administration	33,000.0
Additional Personnel (From Sponsorship Funds)	28,000.0
TOTAL EXPENSES	(759,880.0)

Contingency

(22,795.4)

OPERATING TOTALS

(131,476.4)

FUNDING - CITY OF OXNERD - PEG FEES

131,476.4

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5280 Cypress Road
Oxnard, CA 93033

Elizabeth E. Wolfel
elizabethewolfel@gmail.com

Cell: (805) 607-9603

Non-Profit Program

Dedicated and team-orientated professional whose accomplishments reflect business development and strong leadership skills with a demonstrated commitment to organizational growth. Creative innovative programs that produce maximum results with minimal capital. Significant career history in developing unique marketing partnership and sponsorship programs. Innovative in seeking new funding sources. Involved and dedicated member of the community. Proficient in MS Office Suite (Word, Outlook, PowerPoint, Access and Excel.

Program Development & Implementation
Critical Analysis & Problem Solving
Consensus Reading & Group Facilities

Staff Supervisor & Empowerment
Community Outreach & Public Relations
Professional & Volunteer Relationships

Professional History

Program Coordinator, Oxnard Downtown Management District, Oxnard CA

2013-2014

Oversee, develop and create community programs for the area of Downtown Oxnard. Establish a system for beneficial partnership and sponsorship agreements. Wrote grants, negotiated contracts and secured community endorsements. Reported to the Executive Director and 12 Member Board of Directors.

Business Advocacy – Review public policy, issues and specific concerns of the 500+ business members and 350 + property owners. Initiated a proposal for a sign program and reduced time for Permits. Reviewed and improved methods for communication on baseline services MOU with City of Oxnard. Advocated on issues of permit process review costs and time management, Police and Environmental services.

Community Development – Initiated Events for Art awareness, Musicians and Performers. I significantly increased collaborations with volunteers, business and political leaders to enhance the image of Oxnard Downtown. I developed successful outreach to Media Nation, Paramount Pictures and local news media outlets for all events.

Political Director, Tony Strickland for Congress, Camarillo CA

2011-2013

Reported directly to Senator Tony Strickland and Campaign Manager on all matters. Reviewed and conducted all research for Latino Outreach campaign. Managed public relations as it related to speeches, print materials and radio advertisement. Managed team assigned to west region of the county of Ventura.

Business Campaign – Fundraiser and business outreach liaison for one of the U.S. top ten congressional candidate fundraisers. Event coordinator for all campaign appearances. Set photo shoots and edited all campaign photos. Wrote Spanish ads for radio and print. Retained partnerships with community.

Outreach – Successfully exceeded goals of area campaign. Doubled points expected in assigned area for the second most costly campaign in the 2012 U.S. Congressional Campaign.

Director and Founder, Josephine Memorial Foundation, Oxnard CA

2005- present

Founded in 2005, the Josephine Memorial Foundation was created to enhance and enrich the lives of the local community. With a strong focus on the spirit of community and education thru an engaged experience, under my direction the Foundation seeks opportunities to develop strong local business partnerships and volunteers that sustain its core mission.

Christmas on Cypress – Fundraiser and Event for the local community of South Oxnard. With a strong retention of over 20 local business donors, event serves to provide a unique and educational Christmas experience for families. Includes a traditional Posada, Tree lighting, storytelling and appearance by Santa Claus serving every year since 2003 over 2,500 local children. Partners include: Walmart, Ventura County Social Services, County Supervisors Zarragoza and Flynn, Food 4 Less, Tres Sierras, Keene's Hardware, Matador Meat Market, American Pizza, Pappa John's, Fresh and Easy, and Oxnard City Corps.

Bicycle Program – Increased awareness for public safety by created workshops for kids. Partnered with Oxnard Police Department to show over 25 children how to ride a bike on public streets. Retained volunteers to fix donated bicycles for children. Maintained weekly bike rides throughout summer months for over 25 children.

HARRY ABRAHAM

544 N. Ventura Rd. • Port Hueneme, CA 93041 • Phone: 818-430-2779 • harry@altamira.tv

ENTERTAINMENT EXECUTIVE – Management, Marketing, TV Development, Digital Media

SENIOR EXECUTIVE – Expert in gathering, analyzing and defining business and operational requirements. Proven skills in the management of multi-million dollar ventures with specific competence in the US Hispanic marketplace. Continuously successful in recruiting, managing, and mentoring teams of fiscally responsible professionals, generating high-profits and high-visibility. Industry-wide reputation for expertise in TV programming, with outstanding capability to examine consumer trends, and capitalize market opportunities through product development, branding, and innovative marketing solutions. Champion of social media tools and internet technologies. Track record for creating and implementing successful social media programs, working closely with clients to craft effective digital environments. Fluent in English and Spanish to create and translate communications and promotional material.

Professional Experience

ALTAMIRA ENTERTAINMENT – LOS ANGELES, CA

2008 to Present

President/Owner – Hispanic Marketing Services Consulting Firm – WWW.ALTAMIRA.TV

- Development/Management of online marketing campaigns for **THE CONGA ROOM** concert venue at AEG's L.A. LIVE. Effectively drove brand awareness, engagement, and traffic to website and social media pages. Deployed APPS and on-site social events with viral potential. Monitored online public relations. Positioned new channels to optimize ROI and fuel revenue growth. Assembled a network of promotional sites to function as key news outlets. Implemented placement in social content sites such as Yelp and YouTube.
- Initiated multilingual brand integration (Spanish-English) across interactive platforms for **FIRSTS SONOMA**, and administered the translation and in-culture adaptation of consumer workshop materials for **FIRSTS SAN MATEO**. Developed and conducted in-county marketing research and focus groups, which led to the current deployment of the new generation of the client's digital branding for the County of Sonoma.
- Implemented and managed West Coast operations for **VIP2000**, a global TV/Film distribution agency. Creation/Identification/Marketing of entertainment, movie, and television concepts for Brazilian, Latin American, and USA based networks. Collaborated in the creation of the agency's first cable television channel.
- Production and marketing support of brand extension media concepts for **CODIGO ENTERTAINMENT GROUP & FANIA MUSIC**, the largest group of independent Latin music labels in North America. Oversight in the development of custom marketing solutions and television content. Production supervision of electronic press kits. Staged agency presentations mined with toolsets designed to expand the market share for the client's vast music library.

AZTECA AMERICA TELEVISION NETWORK – GLENDALE, CA

2006 to 2008

EVP Programming & Production

- Executed all areas of content development and series acquisition for the network. Managed contract negotiations, liaison with legal counsel and CFO, and oversaw the profit & loss management for the US Entertainment division. Executed up-front marketing presentations and staged advertising business expansion events in conjunction with sales executives. Direct report to CEO. Quarterly reports to the Board and Chairman.
- Championed the implementation of US produced television content and strategic alliance building, and executive producer of all new series including reality, sports, and variety series. Implemented all programming schedules, and combined entertainment content with the integration of client brands on multiple platforms including On-Air, Broadband, Mobile, Web, Social Media, and Partner Portals. Managed a staff of 20 and contracts exceeding \$25MM.
- Launched and programmed the new "Azteca Mexico" DTH channel exclusive to **DirectTV**.

SANTA FE COMMUNICATIONS – LOS ANGELES, CA

2003 to 2006

SVP Operations & Marketing

- Created and implemented the multicultural marketing campaign for **FOOD4LESS/KROGER** in Southern California. Implemented and managed the operation responsible for the execution of 52 original television episodes and hundreds of live promotional events, sweepstakes, contests, concerts, and fairs for the grocer and its participating brands including Colgate/Palmolive, Coca-Cola, and P&G to name a few. Managed annual marketing campaign of \$4MM.
- Designed and executed the most successful bone marrow donor multicultural marketing campaign and fundraiser ever conducted on behalf of the **CITY OF HOPE** hospital & foundation.

UNO PRODUCTIONS – TOLUCA LAKE, CA

2001 to 2003

VP Operations & Marketing

- Supervised the production and sales operations of the **LATIN MUSIC AWARDS**, a yearly gala event and marketing campaign executed live at the Kodak Theater in L.A. and The Mandalay Bay in Las Vegas. Co-Executive produced the show broadcast on Telemundo and a vast group of international stations. Increased annual sales by \$3.5MM.

LATV NETWORK– LOS ANGELES, CA

2000 to 2001

Executive Producer

- Supported the launch of new primetime programming. Supervised the production of **LATV-LIVE**, a two-hour nightly show broadcast live, featuring alternative bands, studio audience, and a youth oriented music television format.

JSA PUBLISHING – WESTWOOD, CA

1998 to 2000

EVP Creative Services

- Developed advertising campaigns focusing on niche markets. Wrote and produced brand integrated radio shows. Deployed **INTERNETMERCADO.com**, an electronic shopping mall targeting the US Hispanic consumer. Collaborated with the CEO and executive team in the raising of venture capital above \$15MM to launch the portal.

LIBERMAN BROADCASTING – BURBANK, CA

1997 to 1998

Director of Programming

- Supervised the assembly and implementation of programming schedules and movie acquisitions. Collaborated in the launching of **KRCA-TV 62**, the flagship TV station for the network. Managed film acquisitions exceeding \$7MM.

TELEMUNDO NETWORK – HIALEAH, FL

1994 to 1997

EVP Programming & Production

- Achieved an impressive 26% market share while streamlining programming expenditures, saving the company more than 7 million dollars per year. Collaborated in the thriving renewed public offering of Telemundo stock as a member of the executive team. Oversaw the implementation of production centers in Los Angeles at Raleigh Studios and in Mexico City at Azteca Digital. Launched Telemundo's first Telenovela production center in South Florida. Oversaw production, programming, and technical staff of more than 35 employees and budgets/contracts exceeding \$25MM.

KWHY-TV 22 – HOLLYWOOD, CA

1991 to 1994

Director of Promotions

- Oversaw the programming transition for the station, from a **GALAVISION** affiliate to independent broadcaster.

KVEA-TV 52 TELEMUNDO – GLENDALE, CA

1986 to 1991

Director of Programming & Promotions / News Executive Producer

- Assumed several management posts at the television station including Senior Producer, News Executive Producer, Promotions Director, and Programming Director. West coast chair of the Network's Programming Committee.

Education**ART CENTER COLLEGE OF DESIGN – PASADENA, CA**

1985

Bachelor of Arts / Awarded with Honors

LOS ANGELES CITY COLLEGE – LOS ANGELES, CA

1982

Associate of Arts / Awarded with Honors

Awards**EMMY AWARD****EMMY NOMINATIONS (5)****BROADCAST DESIGNERS ASSOCIATION AWARD****LOS ANGELES CITY COUNCIL – COMMENDATION****MILL VALLEY FILM FESTIVAL – BEST SHORT FILM****FILMEX – SELECTED FOR EXHIBITION**

Harry Abraham - Resume

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HARRY ABRAHAM-CASTILLO

BIO

Harry Abraham-Castillo has accumulated an exemplary broadcasting track record as the programming force behind the launch of the most important Spanish-Language TV stations in Southern California including **KRCA-62, KWHY-22, KJLA-LATV, and KVEA-52**, the Telemundo flagship station in Los Angeles. Prior to heading **Altamira Marketing & Media**, his own consulting firm offering broadcast programming and Hispanic marketing services, Abraham-Castillo was EVP Programming & Production at the **Azteca America TV Network**, EVP at the **Telemundo Network**, and a member of the management teams of several prestigious organizations including **The Latin Music Awards, City of Hope's Drop of Life**, and **InternetMercado.com**.

Harry started in KVEA Los Angeles in 1985 as a segment producer for the first local news magazine produced at the station, and he navigated his way to the top assuming several management posts at the station including News Executive Producer, VP Advertising & Promotions, and VP Programming. In 1994, Harry joined the **Telemundo** network and served as EVP Programming & Production. As head of content for the second largest Spanish-language network in the United States, Abraham-Castillo was responsible for the complete selection and execution of the programming lineup as well as on-air promotions, achieving an impressive 26% Hispanic market share while streamlining programming expenditures. As member of the network's management team Harry participated in the thriving renewed public offering of Telemundo stock, and oversaw the implementation of content production centers in Los Angeles at **Raleigh Studios** and in Mexico City at **Azteca Digital**. Most recently as EVP Programming & Production for Azteca America, Abraham-Castillo launched the Azteca Mexico DTH channel exclusive to DirecTV, and was instrumental in establishing on-air brand integration platforms that monetized the screen and reactivated Azteca America's up-front season.

Throughout his career, Harry Abraham-Castillo has spearheaded a wide range of successful TV series and specials with more than 8,000 hours of original programming bearing his name in the credits as creator, producer, or executive producer including among others: **Edición Especial, La Hora Lunática, Primera Edición, Ocurrió Así, L.A. Marathon, The Rose Parade, Noticiero 52, LATV, Cara a Cara, El y Ella, Dando y Dando, Hollywood D.F., El Premio Latin Music Awards, Me Caso Contigo, Doña Risa, The Women of Hope Awards, Aztepacá, Caminos al Éxito, and Al Éxito TV**.

Harry Abraham-Castillo graduated with honors from The Art Center College of Design in Pasadena with a BA in Film Production. He is the recipient of several awards including an **EMMY** award for his contributions as a news writer, a Broadcast Designers Association award, and a commendation from the Los Angeles City Council. He lives in Port Hueneme, California with his wife Laurie. They have four children.

###

Dr. Jamison White

5208 Cypress Rd.
Oxnard, CA 93033

Phone: (505) 507-1762
Email: thornsbarry@aol.com

EDUCATION

Universidad Autonima de Guadalajara School of Medicine, 2008-2013

Creighton University, 2004-2006

The Bartending College, 2004

Certificate, Bartending

- Satisfactorily completed the course of study in Bartending.
- Passed the required test in mixology, liquors, wines, customer service, and alcohol awareness.

University of New Mexico, 2001-2003

BS, Major: Biology Minor: Chemistry (cum laude, GPA: 3.64)

- Treasurer and founding member of Alpha Epsilon Delta honors society.
- Familiar with various types of laboratory equipment.

Central New Mexico Community College, 2000 to 2001

AA degree, Liberal Arts (GPA: 3.65)

- Graduated with honors

Columbia Cable (Vancouver, WA.), 1993

- Earned certificate in television field production and advanced certificate in television studio production.

Clark College (Vancouver, WA.), 1992-1994

- Completed classes in communications, speech, and theater.
- Member, Clark College debate team. Won regional intercollegiate debate championship for Clark College without losing a single round.

EXPERIENCE

KITZ 1400AM Radio Station (Orbit 7 Radio Network)

Seattle, WA.

General Manager

1998-2000

- Managed day-to-day operations of 1000 Watt AM radio station, serving an audience of 3.2 million people that covered the entire Seattle metro area. Managed staff of 25.
- Directly responsible for managing programming, ad sales, production, and training of all personnel.
- Developed and implemented the KITZ school of broadcasting. This was a certificate granting institution that trained people for a career in all areas of broadcasting including on-air talent, sales, promotions, board operator, and nonlinear digital editing.

Orbit 7, Ltd. (Orbit 7 Radio Network)

Seattle, WA.

Executive Director

1996-1999

- Managed entire facility and personnel for \$4 million talk radio satellite distribution network.
- Selected shows for broadcast, obtained buys for satellite time, supervised marketing, produced advertising for advertisers.
- Produced, planned, researched, and starred in "The Jamison White Show."
- Developed the double redundancy system for signal transmission to the satellite up-link. This system received the attention of an article in "Talkers" magazine June 1999 and is now the industry standard for signal backup.
- Facilitated the agreements for the distribution of satellite programming to over 300 radio stations.

J.W.P., Inc.

Vancouver, WA.

President

1994-1996

Attachment No. 3

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- Produced, planned, researched, and starred in nationally syndicated radio talk show, "The Jamison White Show."
- This syndicated radio talk show reached over 65 markets.

J.W.P. Television
Executive Producer

Vancouver, WA.
1993-1995

- Produced and hosted, wrote scripts, wrote direction for lighting, cameras, sound, character generator, and control board operator for the commercial television channel 25.
- Sold advertising sales -- Produce commercials for advertisers.

Other Experience

Hollywood Car Company (Vancouver, WA.), 1993-1994

- Sales Manager: Trained sales crew, made buys on vehicles, arranged the lot, sold cars, closed all sales.

Pizza Hut (Vancouver, WA.), 1990-1992

- Store Manager: Prepare P&L reports, planned work schedules, trained and managed 25-30 employees.

OGDEN UT 84201-0038

In reply refer to: 0441774131
Nov. 18, 2009 LTR 4168C EO
04-3767718 000000 00
00027272
BODC: TE

JOSEPHINE MEMORIAL FOUNDATION
% ELIZABETH WOLFEL
5280 CYPRESS RD
OXNARD CA 93033-8517



14199

Employer Identification Number: 04-3767718
Person to Contact: J Reilly
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 06, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in March 2006.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Rita A. Leete
Accounts Management II

Attachment No. 3
Page 23 of 30

ARTICLES OF INCORPORATION

I

The name of this corporation is Josephine Memorial Foundation

II

A. This corporation is a nonprofit **PUBLIC BENEFIT CORPORATION** and is not for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for:

- () public purposes.
- or () charitable purposes.
- or (x) public and charitable purposes.

B. The specific purpose of this corporation is to enrich and promote the lives of communities by charitable activities that provide scholarships for education, and a means of traditional values. These values and activities include Christmas gifts, Easter and Halloween activities etc.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name Elizabeth E. Wolfel
Address 5280 Cypress Road
City Oxnard State CALIFORNIA Zip

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.


Elizabeth E. Wolfel, Incorporator

Attachment No. 3

Page 24 of 30



State of California
Secretary of State

N

Statement of Information

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

EY95848

FILED

In the office of the Secretary of State
of the State of California

JUN-18 2014

1. CORPORATE NAME

JOSEPHINE MEMORIAL FOUNDATION

2. CALIFORNIA CORPORATE NUMBER

C2814631

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
5280 CYPRESS ROAD, OXNARD, CA 93033

4. MAILING ADDRESS OF THE CORPORATION CITY STATE ZIP CODE
ELIZABETH WOLFEL 5280 CYPRESS ROAD, OXNARD, CA 93033

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
ELIZABETH WOLFEL 5280 CYPRESS ROAD, OXNARD, CA 93033

6. SECRETARY ADDRESS CITY STATE ZIP CODE
SARAH WOLFEL 5280 CYPRESS ROAD, OXNARD, CA 93033

7. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
JAMISON WHITE 5280 CYPRESS ROAD, OXNARD, CA 93033

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS
ELIZABETH WOLFEL

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
5280 CYPRESS ROAD, OXNARD, CA 93033

Common Interest Developments

10. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

06/18/2014

ELIZABETH WOLFEL

PRESIDENT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-100 (REV 01/2014)

APPROVED BY SECRETARY OF STATE

Attachment No. 3
Page 25 of 30

HARRY ABRAHAM-CASTILLO

List of References

ROSARIO CUELLAR

President – Integra Marketing, Inc.
(305) 798-5745
rosario@integramarketinginc.com

ROXANA ROTUNDO

CEO - VIP20000 Film & TV Distribution
(305) 373-2400
roxana@vip2000.tv

FATIMA GONCALVES

VP Programming - Telemundo
(818) 260-5201
Fatima.Goncalves@nbcuni.com

WENDI BROWN

PRESIDENT - Brown & Associates
(541) 858-0376
wendi@wbrowncreative.com

STUART LIVINGSTON

CEO - Codigo Entertainment Group / FANIA Music
(305) 760-6697
SLivingston@CodigoGroup.com

ENRIQUE GRATAS

NATIONAL NEWS ANCHOR - Estrella TV
(818) 729-5300
enriquegratas@live.com

JOE WALLACH

CO-FOUNDER REDE GLOBO & GLOBOSAT BRAZIL
CO-FOUNDER TELEMUNDO
Retired
(310) 271-7665

ALFONSO ZAMARRIPA

VP RESEARCH – Mundo Fox
(818) 535-5703
alfonso.zamarripa@yahoo.com

BLANCA VALDEZ

PRESIDENT – Valdez Casting
(323) 876-5700
Blanca@blancavaldez.com



GIL SOLIS

GENERAL MANAGER – The Conga Room
(818) 237-0945
gil@congaroom.com

DANIEL CROWE

Crowe Consulting at UVM Stations
(310) 435-1462
Crowezone@gmail.com



Attachment No. 3
Page 27 of 30

HARRY ABRAHAM-CASTILLO

List of Screen Credits (In Alphabetical Order)

LIVE EVENT PRODUCTION & BROADCAST

THE ANGELS OF HOPE AWARDS Co-Executive Producer
Format: Live Award Show in conjunction with City of Hope Hospital & Foundation
Attendance: 1,500
Distribution: One Annual Live Event -- 3 Years

FIESTA DEL SOL - EAST LOS ANGELES Executive Producer
Format: Production of a Weekend Festival & Television Broadcast
Theme: Mexican Regional & Latin Pop Music
Distribution: One Annual Live Event & Broadcast - US Network -- 3 Years
Attendance: 150,000

FIESTA EN LA PLAYA - LONG BEACH Executive Producer
Format: Production of a Weekend Festival & Television Broadcast
Distribution: One Annual Live Event & Broadcast - US Network -- 3 Years
Attendance: 300,000

FOOD4LESS "AL ÉITO TV" (SUCCESS TV) Creator/Executive Producer
Format: Weekly TV Magazine Show - Modeled After "The Today Show" -- One Hour
Distribution: Los Angeles -- 104 Episodes
Attendance: 180,000 annually - Live Events & Health Fairs produced for the campaign

LAS MAÑANITAS / HAPPY BIRTHDAY Executive Producer
Format: Live Event & Broadcast
Theme: Church Mass in Honor of the Virgin of Guadalupe & Live Festival from Olvera Street
Distribution: One Annual Live Event & Broadcast - Southern California -- 4 Years
Attendance: 20,000

THE MEXICAN INDEPENDENCE PARADE Executive Producer
Format: Broadcast of a Live Entertainment Event in Spanish Language
Distribution: One Annual Live Event & Broadcast - US Network -- 5 Years
Attendance: 100,000

MIAMI CALLE OCHO FESTIVAL Executive Producer
Format: Production of Weekend Festival & Television Broadcast
Theme: Mexican Regional, Tropical, & Latin Pop Music
Attendance: 500,000
Distribution: One Annual Live Event & Broadcast - US Network -- 3 Years

EL PREMIO DE LA GENTE
LATIN MUSIC AWARDS Co-Executive Producer
Format: Live Award Event & Broadcast -- Styled after "The People's Choice Awards" -- Three Hours
Events: Includes broadcasts from Red Carpet & After Party
Distribution: Worldwide -- One Annual Live Event - 2 Years
Attendance: 3,300 - Hollywood Kodak Theater
12,000 - Las Vegas Mandalay Bay Arena

ROOSEVELT VS GARFIELD Senior Producer
Format: Live Sport Event -- Broadcast of the East L.A. HS Football Classic
Theme: Includes TV Production of Half Time Musical Event
Distribution: One Annual Live Event & Broadcast - Southern California -- 3 Years
Attendance: 20,000

TV SERIES

AGUAMARINA / AQUAMARINE

Co-Executive Producer

Format: Telenovela – Soap Opera – One Hour

Distribution: Worldwide – 120 Episodes

AMNISTIA / AMNESTY

Co-Executive Producer

Format: TV News – Immigration Special Series – One Hour

Distribution: Southern California – 13 Episodes

AZTEPACÁ / GET CLOSER

Co-Executive Producer

Format: Late Night TV Show with Single Host, Band, and Celebrity Guests – One Hour

Distribution: USA & México – 13 Episodes

CARA A CARA / FACE TO FACE

Creator/Executive Producer

Format: Pioneer Hispanic Talk Show – “Oprah Style” – One Hour

Distribution: US Network & Latin America – Over 1,500 Episodes

DANDO Y DANDO / GIVING & GIVING

Creator/Executive Producer

Format: The first daily LIVE game show ever broadcast coast to coast in the USA – One Hour

Distribution: US Network – 250 Episodes

DOÑA RISA / LADY LAUGHTER

Creator/Executive Producer

Format: Sketch Comedy Show with bureaus from L.A., Guatemala, El Salvador, and Mexico – One Hour

Distribution: Southwestern USA – 65 Episodes

EDICIÓN ESPECIAL / SPECIAL EDITION

Creator/Executive Producer

Format: TV Entertainment Magazine – One Hour

Distribution: US Network – 52 Episodes

EL Y ELLA / HE SAYS–SHE SAYS

Creator/Executive Producer

Format: Dual Hosted – Audience Participation Talk Show “Oprah Style” – One Hour

Distribution: US Network & Latin America – Over 1,500 Episodes

HOLLYWOOD D.F.

Co-Creator/Executive Producer

Format: Styled After “Entertainment Tonight” with dual anchor teams in L.A. & Mexico D.F. – One Hour

Distribution: US Network – Over 520 Episodes

L. A. MARATHON

Executive Producer

Format: Live Sport Event & Broadcast – Three Hours

Distribution: One Annual Live Event & Broadcast - US Network – 3 Years

LA HORA LUNÁTICA / THE LUNATIC HOUR

Creator/Executive Producer

Format: Styled After the Tonight Show with Single Host, Band, and Celebrity Guests – One Hour

Distribution: US Network and Latin America – 150 Episodes

LATV LIVE

Executive Producer

Format: MTV Style, DJ Hosted Nightly Music Show Featuring Videos & Live Bands – Two Hours

Distribution: Southern California – Over 300 Live Episodes

ME CASO CONTIGO / I WILL MARRY YOU

Creator/Executive Producer

Format: Reality TV Series. Engaged Couples Compete for their Dream Wedding – One Hour

Distribution: Los Angeles – 65 Episodes

NOTICIERO 52 / NEWSCAST 52

Senior Producer

Format: Live Broadcast News – 6:00 PM & 11:00 PM News - One Hour

Distribution: Southern California – In excess of 3,000 live broadcasts

PRIMERA EDITION / FIRST EDITION

Creator/Executive Producer

Format: Live News Broadcast – Morning News – One Hour

Distribution: Southern California – 104 Episodes



OCCURRIÓ ASÍ / AS IT HAPPENED

Co-Creator

Format: Tabloid News Magazine styled after "A Current Affair." -- One Hour
Distribution: Worldwide -- Broadcast daily for more than ten years.

PLACAS / BADGES

Development Executive

Format: Reality police show styled after "Cops" and "FBI Most Wanted" -- One Hour
Distribution: Worldwide -- 120 Episodes.

THE ROSE PARADE

Executive Producer

Format: Broadcast of a Live Entertainment Event in Spanish Language -- Three Hours
Distribution: One Annual Live Event & Broadcast -- US Network -- 2 Years



OPAC OPERATIONS - Review
EVALUATION SHEET

OXNARD MEDIA ACCESS CHANNEL - (OMAC)

24-Sep-14

								TOTAL
PROPOSAL 100)	(MAX. POINTS	MAX Points	REV 1	REV 2	REV 3	REV 4	REV 5	
1	Experience in public access operations and financial management	20	14	18	17	15	14	<u>78</u>
2	Demonstrated Financial Resources or Plan to Generate Resources in year one	20	12	15	6	15	10	<u>58</u>
3	Management Plan for Efficiency	20	14	17	10	15	12	<u>68</u>
4	Plan for Retention and Development of Producers and Volunteers	10	7	8	7	8	7	<u>37</u>
5	Plan for Channel Administration, Oversight and Governance	10	6	9	6	8	8	<u>37</u>
6	Plan to develop Partnerships with Community Groups, Nonprofit Groups and Government	10	6	9	4	7	7	<u>33</u>
7	Outreach and Marketing Plan for Public Access Services and Programming	10	6	9	4	8	6	<u>33</u>
TOTAL POSSIBLE POINTS		100						
TOTAL POINTS EARNED			65	85	54	76	64	344
					AVERAGE SCORE:			68.8

COMMENTS

Has a clear grasp of public access principles and guidelines. Very "Access" Centric.
Provided a traditional/standard/expected proposal, not very innovative.
Doesn't propose anything "out of the box"
Had concerns that lack of innovation provides little support for long term success/sustainability.
Demonstrates an understanding of the need to generate resources. May focus too heavily on grant funding \$161,500 in grants in the first year is a lot of money. Does not seem obtainable.
Equipment/Capital purchase plan seems outdated and will need to be reexamined
List of equipment was outdated (c. 2008) without a long legacy.
Salaries are under-budget and not based on actual data.
Would like to see more development around additional outreach methods including social media, alternative distribution platforms and grassroots marketing.
Did not make much mention of a social media implementation.

**OPAC OPERATIONS - Review and
EVALUATION SHEET**

JOSEPHINE MEMORIAL FOUNDATION - (JFM)

24-Sep-14

PROPOSAL (MAX. POINTS 100)		MAX Points	REV 1	REV 2	REV 3	REV 4	REV 5	TOTAL
1	Experience in public access operations and financial management	20	3	3	3	5	12	<u>26</u>
2	Demonstrated Financial Resources or Plan to Generate Resources in year one	20	3	5	5	5	10	<u>28</u>
3	Management Plan for Efficiency	20	3	5	5	5	10	<u>28</u>
4	Plan for Retention and Development of Producers and Volunteers	10	4	2	2	3	6	<u>17</u>
5	Plan for Channel Administration, Oversight and Governance	10	3	2	3	5	6	<u>19</u>
6	Plan to develop Partnerships with Community Groups, Nonprofit Groups and Government	10	3	2	1	5	5	<u>16</u>
7	Outreach and Marketing Plan for Public Access Services and Programming	10	2	2	1	5	6	<u>16</u>
TOTAL POSSIBLE POINTS		100						
TOTAL POINTS EARNED			21	21	20	33	55	150
					AVERAGE SCORE:			30

COMMENTS

Very competent video/broadcast production and financial management plan. JMF does not demonstrate a strong appreciation for the underlying philosophy and principles regulating public access.
Has designed a creative plan to generate resources.
Proposal for financial management relies upon commercial airtime and borrowing against the PEG fees.
Focuses heavily on the use of non-public access programming to generate interest and funding of operations.
Only 10 hours open for the public - will be difficult to engage the community.
Expenses allocated to buying programming library, not creating programming.
Low budget for training.
Programming rather than empowering the community.
Members of the Board have substantial resumes.
With a very small percentage of time focused on true programming produced by the community, it will be difficult to really market public access.



Meeting Date: 10/14/2014

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

Prepared By: Grace Magistrale Hoffman *mmh*

Agenda Item No. L-2

Reviewed By: City Manager *JM*

City Attorney *SMF*

Finance *for JC*

Other (Specify) _____

DATE: October 7, 2014

TO: City Council

FROM: Grace Magistrale Hoffman, Deputy City Manager
City Manager's Office *Grace Hoffman*

SUBJECT: Agreement Between the City of Oxnard and the City of San Buenaventura for Homelessness and Vagrancy Services

RECOMMENDATION

Approve and authorize the City Manager to execute the Agreement between the City of Oxnard and the City of San Buenaventura for the term of October 15, 2014, to October 14, 2015, in the amount of \$86,976.80, for homelessness and vagrancy services.

DISCUSSION

The concept of the City of Oxnard and Ventura coordinating an approach and a set of philosophies associated with homelessness and vagrancy issues has been discussed by the regional network of service providers and law enforcement for the past several years. The general reasoning that has been cited was essentially driven by the results of the annual homeless counts, which have always identified Oxnard and Ventura as the Ventura County cities that had the highest population of homeless (sharing about two-thirds of the population). This piece of annual data year after year has resulted in informed conversations about the potential for efficiencies associated with Oxnard and Ventura establishing similar systems for addressing homelessness and vagrancy.

The "shared approach" concept was introduced to City Manager Greg Nyhoff by longtime (former) Ventura County Homeless and Housing Coalition Executive Director Cathy Brudnicki. City Manager Greg Nyhoff reached out to Ventura City Manager Mark Watkins and the result is the proposal to essentially share the Community Services Manager position between the two cities.

The services and benefits that will be provided to the City of Oxnard include the following:

- Task 1: Manage and conduct annual point in time homeless person count.
- Task 2: Provide community education presentations annually (service groups, business groups, faith-based organizations, fraternal organizations, etc.).
- Task 3: Conduct internal elected, appointed and staff training and education presentations.

- Task 4: Coordinate homeless camp clean-ups with other City departments such as Police, Fire, Housing, Development Services and Public Works, as necessary.
- Task 5: Provide staff support for the City of Oxnard's Commission on Homelessness.
- Task 6: Provide staff support for the City Council appointed Homeless Committee.
- Task 7: Represent the City of Oxnard in regional meetings associated with the goal of addressing and ending homelessness in Ventura County – including, but not limited to, The Continuum of Care, the Ventura Council of Governments Interagency Council on Homelessness, the Oxnard service provider meetings, and the Ventura County Homeless and Housing Coalition.
- Task 8: Promote cooperation and coordination between and among city and county government, law enforcement, the business community, private service providers, faith-based organizations, public and private health care systems and local, regional, state and federal elected officials, toward shared goals associated with assisting individuals seeking a hand-up out of the status of homelessness, and to mitigate the impact of service resistant individuals on the quality of life in the City of Oxnard and Ventura County.
- Task 9: Provide all administrative staff support necessary to accomplish a wide variety of issues related to homelessness and vagrancy.

It is also important to describe how this job sharing arrangement will benefit the City of Ventura and how it approaches homelessness issues. The data that has been collected for the last seven years indicates that Oxnard and Ventura are home to two-thirds (approximately 1,150 to 1,300) of the total Ventura County homeless population (approximately 1,800 to 1,900). The rest of the county shares the remaining one-third of the population. For almost 15 years, Ventura and Oxnard have had an alternate-year winter warming shelter hosting relationship at the respective National Guard Armories. The City of Ventura's success in addressing homelessness and vagrancy issues is directly tied to the City of Oxnard's success and this approach is intended to benefit both cities by coordinating efforts.

FINANCIAL IMPACT

Funds are available in the Fiscal Year 2014 – 2015 Adopted Budget through the salary savings from funded but unfilled positions that exist citywide.

Attachment #1 – Agreement between the City of Oxnard and the City of Ventura.

**AGREEMENT BETWEEN THE CITY OF SAN
BUENAVENTURA AND THE CITY OF
OXNARD FOR CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 15th day of October, 2014, by and between the City of Oxnard, a municipal corporation ("**City**"), and the City of San Buenaventura, a charter city and municipal corporation ("**Consultant**"). City and Consultant may be individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City and Consultant combined have been identified as having the largest homeless population in the County of Ventura, comprising two thirds of the total homeless population in the County;

WHEREAS, Consultant's Community Services Manager has a long-standing and positive track record in delivery of homeless services, and the Parties have identified a shared approach concept whereby Consultant's Community Services Manager and support staff can be shared with City for efficient and effective delivery of services to City whereby a common social and law enforcement system to address homeless needs can be established;

WHEREAS, City desires to hire Consultant's Community Services Manager to perform the consulting services specified herein, based on the "shared approach" concept; and

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

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

1. Scope of Services

Consultant shall perform the tasks, obligations, and services set forth in **Exhibit A** (the "**Services**"), attached to and incorporated herein by reference.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Principal in Charge

Subject to the direction of Consultant's City Manager, Consultant hereby designates Peter Brown, Consultant's Community Services Manager, as its Principal-in-Charge ("Principal") and person responsible for coordination of all services under this Agreement.

6. Coordination of Services

Subject to the direction of the Oxnard City Manager, Grace Magistrale Hoffman, Deputy City Manager ("Manager"), will coordinate the Services subject to this Agreement on behalf of City. .

7. Place of Work

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

8. Correction of Errors

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

9. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by reference]. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City, and Consultant promptly notifies Manager of such delays.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on October 15, 2014, and expire at midnight on October 14, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination. In the event of early termination, Consultant agrees to pay City a pro rata share of the amounts paid in advance, as of the effective date of termination, including excluding expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$85,976.80 for the Services as provided in **Exhibit C** attached to and incorporated herein by reference.

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

c. Consultant agrees that payment by City shall not constitute, nor be deemed a release of, the responsibility and liability of Consultant or its employees,

subcontractors, agents, and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents, and subconsultants.

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

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

15. Method of Reporting

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

a. Consultant will hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including

attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to the District's performance of services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Consultant shall indemnify them for any judgment rendered against them for such negligent act, negligent omission or wrongful conduct, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

b. City will hold Consultant and the Consultant's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant's performance of services pursuant to this Agreement. In the event Consultant and/or any of Consultant officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Consultant shall indemnify them for any judgment rendered against them for such negligent act, negligent omission or wrongful conduct, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

c. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

d. City understands and acknowledges that Consultant is a self-insured public entity and is a member of the Big Independent Cities Excess Pool (BICEP) Joint Powers Insurance Authority, pursuant to a joint powers agreement. City agrees to accept Consultant's status as satisfactory compliance with City's insurance requirements. In the event Consultant decides to change its insurance status, Consultant agrees to provide City with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Consultant agrees to provide City with appropriate evidence of insurance coverage(s).

23. Independent Contractor

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

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

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

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

24. Conflict of Interest

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

more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

25. Assignability of Agreement

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

26. Successors and Assigns

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

27. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

28. Force Majeure

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

29. Time of Essence

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

30. Covenants and Conditions

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

31. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California, and venue for any cause of action shall be in the Superior Court of California, County of Ventura..

32. Compliance with Laws

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

33. Severability

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

34. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or

Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

35. Counterparts

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

36. Arbitration

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

37. Expenses of Enforcement

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

38. Authority to Execute

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

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

39. Notices: Any notices to Consultant may be delivered personally or by mail addressed as follows:

a. To Consultant:

Attention: Peter Brown, Community Services Manager
City of San Buenaventura
501 Poli Street
Ventura, CA 93001

b. To City:

Attention: Grace Magistrale Hoffman, Deputy City Manager
City of Oxnard
305 West Third Street
Oxnard, California 93030

Oxnard Agreement No. A-7717

A14-00319: City of San Buenaventura and City of Oxnard

40. Amendment

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

41. Entire Agreement

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

CITY OF OXNARD:

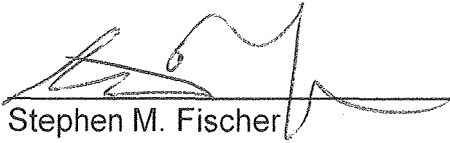
CITY OF VENTURA

Grey Nyhoff
City Manager

Mark Watkins
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Gregory G. Diaz, City Attorney



Stephen M. Fischer
Interim City Attorney

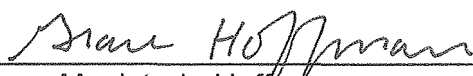
By: _____
M. Rebeca Mendoza
Assistant City Attorney

APPROVED AS TO INSURANCE:



James Cameron
Risk Manager

APPROVED AS TO CONTENT:



Grace Magistrale Hoffman
Deputy City Manager

EXHIBIT A Scope of Services

Purpose

The purpose of Consultant's Scope of Services is to identify and detail activities associated with the City of Ventura Community Services Manager (Peter Brown) and Office Assistant II (Annett Ewing) providing services to the City of Oxnard on a wide variety of issues related to homelessness and vagrancy.

Scope of Services

The scope of the Consultant's services ("Services") for this project includes, but is not limited to, the following:

- Task 1:** Manage and conduct annual point in time homeless person count.
- Task 2:** Provide community education presentations annually (service groups, business groups, faith based organizations, fraternal organizations, etc.)
- Task 3:** Conduct internal elected, appointed and staff training and education presentations.
- Task 4:** Coordinate homeless camp clean-ups with other City departments such as, Police, Fire, Housing, Development Services and Public Works, as necessary.
- Task 5:** Provide staff support for the City of Oxnard's Commission on Homelessness.
- Task 6:** Provide staff support for the City Council appointed Homeless Committee.
- Task 7:** Represent the City of Oxnard in regional meetings associated with the goal of addressing and ending homelessness in Ventura County – including, but not limited to, The Continuum of Care, the Ventura Council of Governments Interagency Council on Homelessness, the Oxnard service provider meetings, and the Ventura County Homeless and Housing Coalition.
- Task 8:** Promote cooperation and coordination between and among city and county government, law enforcement, the business community, private service providers, faith-based organizations, public and private health care systems and local, regional, state and federal elected officials, toward shared

goals associated with assisting individuals seeking a hand-up out of the status of homelessness, and to mitigate the impact of service resistant individuals on the quality of life in the City of Oxnard and Ventura County.

Task 9: Provide all administrative staff support necessary to accomplish a wide variety of issues related to homelessness and vagrancy.

EXHIBIT B
Homelessness and Vagrancy Services
Timeline

Consultant will work an average of 86 hours per month. Month to month hours may vary, but Consultant must have worked 520 hours by the end of the six month, and 1040 hours by the end of the twelfth month from the date this Agreement is entered.

Consultant will meet time deadlines for assignments as designated by the responsible person, the Deputy City Manager, Grace Magistrale Hoffman ("Manager").

**EXHIBIT C
COMPENSATION RATES**

The City of Oxnard ("City") shall compensate the City of San Buenaventura ("Consultant") for services provided under this Agreement in the total amount of eighty five thousand, nine hundred seventy six dollars and eighty cents (\$85,976.80) in annual compensation. One half of that amount (\$42,988.40) shall be paid on or before October 15, 2014, and the remaining half in the amount of \$42,988.40 shall be paid on or before April 15, 2015.

Notwithstanding the aforementioned, the City shall not be obligated to compensate Consultant for services performed under this Agreement in excess of the amount listed, unless otherwise agreed upon by written amendment to this Agreement.

EXHIBIT INS-B

INSURANCE REQUIREMENTS

STANDARD FORM PROFESSIONAL SERVICES
AGREEMENT

(City of San Buenaventura and City of Oxnard)

1. **Types and Amounts of Insurance Coverage.** Consultant shall provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein:

<u>Type of Insurance</u>	<u>Limits (comb. single)</u>	<u>Staff Approval</u>
☐ Errors and Omissions	_____	_____
☒ Commercial gen. liability	\$2,000,000 CSL	_____
☐ Professional Liability	_____	_____
☒ Workers comp.	Statutory Limit	_____

2. **Insurance Policy Forms and Provisions.** The insurance policies provided by Consultant in compliance with the requirements of this section shall conform to all of the following requirements regarding policy forms and provisions, including reference to the Agreement Number, project name, and I or description of the scope of services.

(a) Commercial Liability Insurance shall be provided on ISO-CGL Form No. CG 00 01 or equivalent. Aggregate limit endorsements shall be evidenced on either ISO Form No. CG 00 01 or equivalent. City and all of City's officers, employees, agents, and volunteers shall be named as additional insured under such insurance coverage using the City's standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990) OR CG 20 10 10 01 **AND** CG 20 37 10 01.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City.

Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverages.

(b) Errors and Omissions Insurance shall be provided covering liability for professional malpractice. Such coverage shall be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Consultant shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or the officers, employees or agents of Consultant during the time this Agreement was in effect.

(c) Business Auto Coverage shall be provided on ISO Business Auto Coverage Form afforded as broad as the coverage provided by ISO form CA 00 01. The insurance policy providing such coverage shall be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(d) Workers' Compensation/Employer's Liability Coverage shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to the City and City's officers, employees, agents, and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

3. Additional Insurance Requirements. Consultant agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(a) Unless otherwise approved by the City, Consultant's insurance shall be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(b) Consultant shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Consultant shall warrant that it will provide 30 days notice of any cancellation of coverage. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Failure to do so shall be deemed a breach of the contract.

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement.

(d) Consultant shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Consultant and City, between Consultant and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents, or volunteers.

(e) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Consultant, and Consultant's employees or agents, from waiving the right of subrogation prior to a loss. By these presents, Consultant waives its right of subrogation against the City.

(f) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(g) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Consultant, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Consultant pursuant to this Agreement.

(h) Consultant will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(i) Consultant shall require all sub-Consultants or other parties hired by Consultant to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance shall name as additional insureds all parties to this Agreement. Consultant shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Consultant, or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Consultant shall provide City with all agreements with sub-Consultants or others with whom Consultant contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(j) Consultant shall provide immediate notice to City of any claim against Consultant or any loss involving Consultant that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation

arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(k) In the event of any loss that is not insured due to the failure of Consultant to comply with these requirements, Consultant will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.



Meeting Date: 10/14/2014

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

Prepared By: Carrie Sabatini Agenda Item No. P-1Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: October 1, 2014

TO: Housing Authority Board of Commissioners

FROM: Carrie Sabatini, Interim Housing Director [Signature]
Housing Authority

SUBJECT: Public Housing Flat Rents

RECOMMENDATION

That Housing Authority Board of Commissioners receive a presentation on the U.S. Department of Housing and Urban Development ("HUD") mandated adjustment of flat rents in Public Housing.

DISCUSSION

On May 19, 2014, HUD issued PIH Notice 2014-12 "Changes to Flat Rent Requirements-2014 Appropriations Act," which provided implementation guidance for the Consolidated Appropriations Act of 2014 as it relates to required changes in the flat rent structure in Public Housing.

Residents of public housing have two options for the calculation of their rent: the resident can pay rent based upon their income (typically 30% of their adjusted gross income); or the resident can opt to pay a predetermined flat rent in accordance with the flat rent schedule. The governing requirements for flat rents are contained in 24 CFR 960.253. A flat rent in the public housing program is a fixed amount of rent based on the market rent for a comparable unit in the private unassisted market. The regulation states that "the flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become self-sufficient."

With the passing of the Appropriations Act by Congress, the guidance now provides that a housing authority must set the flat rent at market rate, but no less than 80 percent of the applicable Fair Market Rent ("FMR") for the area. The FMRs are gross rent estimates that cover the shelter rent plus the cost of necessary utilities and are established by HUD on an annual basis. The analysis performed in accordance with the guidelines set forth in the PIH Notice 2014-12 include comparing current flat rents to the 80% of the FMR and to the current market rent. In our analysis, the market rents varied across the City, but were consistently at or about the 90% of FMRs. Therefore, to provide a stable benchmark, the proposed flat rents are set at 90% of FMRs, adjusted for the utilities paid by the resident at each public housing project.

After arriving at the proposed flat rent, the HUD guidance further requires that any increase is limited to 35% during the initial year of implementation. If the proposed rent exceeds the 35% increase in the initial year, the increase must be phased-in over multiple years, but not to exceed three years.

The flat rents proposed in the attached schedule contain phase-in requirements for the two-bedroom units and five-bedroom units. The proposal is to implement 35% of the increase in the initial year with the remainder in the following year. The reasoning being that the increases in other bedroom sizes approach 35%, however those would not be eligible for phase-in.

Currently, there are 54 families paying the flat rent under the existing flat rent schedule. Under the proposed flat rents, it is estimated, based on the current family income and composition, 34 of the families would choose to convert to paying the income based rent (30% of adjusted gross income). That leaves 20 families that would likely choose to continue to pay flat rent (i.e. 30% of their income would continue to be higher than the flat rent). The families will continue to be able to select whether they choose to pay the income based rent or flat rent.

Staff has met with the Resident Advisory Board (RAB) to review the increase in the flat rent schedule. Although they were generally opposed to the flat rent increases, no specific objection has been raised at this time.

FINANCIAL IMPACT

The increase in flat rents will increase tenant rent, however, with the increase of tenant rents, the operating subsidy will be decreased by HUD. It is anticipated that the amounts will offset each other.

Attachment #1 - Proposed flat rent schedules

Flat Rent Update 2014

31-1	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
FY 2014 FMR	\$1,102	\$1,479	\$2,043	\$2,364
Current Flat	\$871	\$915	\$1,440	\$1,580
New Flat Rent	\$1,059	\$1,281	\$1,781	\$2,064
\$ Difference	\$188	\$366	\$341	\$484
% Increase	22%	40%	24%	31%
Increase of 35%	NO	YES	NO	NO
Phase-in Required	NO	YES	NO	NO
Phase-in Flat Rent (Year 1)	N/A	\$1,225	N/A	N/A

31-2	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
FY 2014 FMR	\$1,479	\$2,043	\$2,364	\$2,719
Current Flat	\$915	\$1,440	\$1,580	\$1,680
New Flat Rent	\$1,286	\$1,787	\$2,071	\$2,382
\$ Difference	\$371	\$347	\$491	\$702
% Increase	41%	24%	31%	42%
Increase of 35%	YES	NO	NO	YES
Phase-in Required	YES	NO	NO	YES
Phase-in Flat Rent (Year 1)	\$1,225	N/A	N/A	\$2,250

31-3	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
FY 2014 FMR	\$1,479	\$2,043	\$2,364	\$2,719
Current Flat	\$915	\$1,440	\$1,580	\$1,680
New Flat Rent	\$1,286	\$1,787	\$2,071	\$2,382
\$ Difference	\$371	\$347	\$491	\$702
% Increase	41%	24%	31%	42%
Increase of 35%	YES	NO	NO	YES
Phase-in Required	YES	NO	NO	YES
Phase-in Flat Rent (Year 1)	\$1,225	N/A	N/A	\$2,250

ATTACHMENT
 PAGE 2 OF 2

Flat Rent Update 2014

31-4	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
FY 2014 FMR	\$1,102	\$1,479	\$2,043	\$2,364	\$2,719
Current Flat	\$871	\$915	\$1,440	\$1,580	\$1,680
New Flat Rent	\$1,063	\$1,284	\$1,785	\$2,069	\$2,379
\$ Difference	\$192	\$369	\$345	\$489	\$699
% Increase	22%	40%	24%	31%	42%
Increase of 35%	NO	YES	NO	NO	YES
Phase-in Required	NO	YES	NO	NO	YES
Phase-in Flat Rent (Year 1)	N/A	\$1,225	N/A	N/A	\$2,250

31-5	Efficiency	1 Bedroom
FY 2014 FMR	\$922	\$1,102
Current Flat	\$853	\$871
New Flat Rent	\$922	\$1,102
\$ Difference	\$69	\$231
% Increase	8%	27%
Increase of 35%	NO	NO
Phase-in Required	NO	NO
Phase-in Flat Rent (Year 1)	N/A	N/A

31-7	2 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
FY 2014 FMR	\$1,102	\$1,479	\$2,043	\$2,364	\$2,719
Current Flat	\$871	\$915	\$1,440	\$1,580	\$1,680
New Flat Rent	\$1,063	\$1,284	\$1,785	\$2,069	\$2,379
\$ Difference	\$192	\$369	\$345	\$489	\$699
% Increase	22%	40%	24%	31%	42%
Increase of 35%	NO	YES	NO	NO	YES
Phase-in Required	NO	YES	NO	NO	YES
Phase-in Flat Rent (Year 1)	N/A	\$1,225	N/A	N/A	\$2,250

31-8	Efficiency	1 Bedroom
FY 2014 FMR	\$922	\$1,102
Current Flat	\$853	\$871
New Flat Rent	\$922	\$1,102
\$ Difference	\$69	\$231
% Increase	8%	27%
Increase of 35%	NO	NO
Phase-in Required	NO	NO
Phase-in Flat Rent (Year 1)	N/A	N/A

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 9, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez and Bryan A. MacDonald were present. Councilmembers Dorina Padilla and Bert Perello were 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; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney and James Cameron, Chief Financial Officer.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment was received from: Steve Nash.

C. CLOSED SESSION

At 4:36 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case numbers of the litigation being discussed are City of Oxnard v. Malcolm Pirnie, et al., Los Angeles County Superior Court, Case No. BC469176; and City of Oxnard v. Southern California Gas Co., et al. Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA.

At 5:58 p.m. the City Council reconvened and recessed to the evening session. At 6:02 p.m., the Interim City Attorney announced by a voted of 3-0, with Mayor Flynn, Mayor Pro Tem Ramirez and Councilmember MacDonald voting in the affirmative (Councilmembers Padilla and Perello were not present), the City Council decided to seek appellate review in City of Oxnard v. Southern California Gas Co., et al of the Court's rulings on the parties' Motions for Summary Adjudication regarding responsibility for payment of costs of relocating utilities during construction of the Rice/Santa Clara Ave. – Highway 101 Interchange Project.

D. OPENING CEREMONIES

At 6:02 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided and Councilmember Bert Perello was present. Additional staff members present were: Danielle Navas, City Treasurer; Jeri Williams, Police Chief; James Williams, Fire Chief; Barbara Murray, Library Director; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Christina Aerenlund, Public Information Officer; Lou Balderrama, City Engineer; Cynthia Daniels, Project Manager; Kymberly Horner, Interim Redevelopment Services Manager and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR1. SUBJECT: Designation of "Purple Heart City"

DISCUSSION: The Mayor presented a proclamation to Karen Schatz, Oxnard Librarian who introduced Robert Buckney; Jim Daniels; John Williams; Michael Cook; Richard Bryan and Brian Camarillo local veterans.

ACTION: Mayor Flynn presented the proclamation and recognized all local veterans.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Mario Quintana; Steve Nash; Robert Moon; Dick Jaquez; Bertha Almanez; Marcos Manilla; Evangelina Avila; Beverley Markham; Maricela Chavez; Maria Franco; George Miller; John D. Martinez; Daniel Lechlitter; Jacinta Garcia; Elliott Gabriel; Tanya Cole; Cynthia Gonzalez; Inez Tuttle; Juan Delgado; Peggy Rivera and Jess Gutierrez.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSI. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and that there were no written communications received.

Development Services Department1. SUBJECT: Planning and Zoning Permit Nos. 14-620-01 (General Plan Amendment) and 14-570-01 (Zone Change), and Negative Declaration No. 2014-02, for the properties located at 2011, 2100, 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue. (001)

RECOMMENDATION: 1) Adopt **Resolution No. 14,684** (i) approving Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) amending the General Plan Land Use Map; and (iii) adopting negative declaration (ND. No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue; and 2) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2885** (i) approving Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) amending the City of Oxnard Zoning Map to change the zoning designations of property; and (iii) adopting negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

DISCUSSION: The Principal Planner briefly reviewed the proposed changes.

Public Comments were received from: Pat Brown and Peggy Rivera.

The Councilmembers discussed: proposed zone changes, use of former Redevelopment property and future development options.

ACTION: Close the public hearing. (MacDonald/Ramirez) Approved unanimously. Approved as recommended. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Perello and Flynn. Absent: Padilla.

H. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2013-2014.

RECOMMENDATION: Continued to September 16, 2014

ACTION: Moved to continue. (Ramirez/Perello) Ayes: MacDonald, Perello, Flynn and Ramirez.
Absent: Padilla.

J. APPOINTMENT ITEMS

RECESS

At 7:44 p.m., the City Council recessed while the Community Development Commission Successor Agency held a meeting. At 8:23 the City Council meeting reconvened.

K. REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Police Chief (S-2(a), S-2(e) & S-10); General Services Manager (S-2(b)); City Engineer (S-2(d)); General Services Manager (S-3); City Treasurer (S-4); Project Manager (S-6); and Fire Chief (S-8).

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 June 24; July 1, 8, 15, 22, 2014. (063)

RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (093)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.* Removed S-2(a).

3. SUBJECT: Agreement No. 6856-14-CM –General On-Call Engineering Services. (097)
RECOMMENDATION: Approve and authorize the Mayor to execute Agreement with Penfield & Smith Engineers (6856-14-CM) in the not-to-exceed amount of \$750,000 for general on-call engineering services for three years beginning on September 9, 2014.

City Treasurer Department

4. SUBJECT: Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014. (123)
RECOMMENDATION Accept the Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014.

Development Services Department

5. SUBJECT: Final Parcel Map PZ No. 12-300-02. Filed by Dionisio Rodriguez, D.A.L., LLC, 2600 Stern Lane, Oxnard, California 93035. (131)
RECOMMENDATION: Adopt **Resolution No. 14,685** approving Final Parcel Map PZ No. 12-300-02 for property located approximately 100 feet southeast of the intersection of West Pleasant Valley Road and Charles Street (APN: 222-0-102-240 and 222-0-102-260).
6. SUBJECT: Special Budget Appropriations for Bicycle Facilities at C Street and in the Northeast Community Specific Plan (NECSP). (143)
RECOMMENDATION: 1) Recognize and appropriate \$58,536 of federal grant to the “Bike Facilities NE Plan” Project; 2) Appropriate Transportation Development Act / Bicycle and Pedestrians Funds in amount of \$93,250 to the “Bike Facilities NE Plan” Project; and 3) Recognize and appropriate \$27,825 of federal grant to the “C St Bike Facilities” Project.

Fire Department

7. SUBJECT: Donation of Equipment to Allan Hancock College. (149)
RECOMMENDATION: Adopt **Resolution No. 14,686**: 1) Approving an Equipment Donation Agreement with Allan Hancock College; 2) Authorizing the Mayor’s execution of the Equipment Donation Agreement; and 3) Authorizing the Oxnard Fire Chief to donate Equipment to Allan Hancock College pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of the resolution and the Mayor’s execution of the Equipment Donation Agreement.
8. SUBJECT: Authorization to Submit an Application to Federal Emergency Management Agency (FEMA) for the 2014 Staffing for Adequate Fire & Emergency Response (SAFER) Grant. (159)
RECOMMENDATION: Adopt **Resolution No. 14,687** authorizing the submittal of a grant application to FEMA for 2014 SAFER grant funds in the amount of \$3,118,613.40.

Police Department

9. SUBJECT: Memorandum of Agreement between Commander, Navy Region Southwest and the City of Oxnard. (161)
RECOMMENDATION: Approve and authorize the Mayor to execute the Memorandum of Agreement (A-7718) between Commander, Navy Region Southwest and the City of Oxnard, relating to the Oxnard Police Department’s response to criminal and/or terrorist incidents at Naval Base Ventura County.

10. SUBJECT: Memoranda of Understanding between Various Local School Districts and the City of Oxnard Police Department. (169)

RECOMMENDATION: Approve and authorize the City Manager to execute the Fiscal Year 2014-15 Memoranda of Understanding (MOU) between the Rio School District (6663-14-PO), Hueneme School District (6661-14-PO), Oxnard School District (6679-14-PO) and Oxnard Union High School District (6665-14-PO & 6666-14-PO) for the School Resource Officer (SRO) Program.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of S-2(a) for future date. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald and Perello. Absent: Padilla.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:47 p.m. the joint meeting with the Community Development Successor Agency concluded.

L. REPORT OF CITY MANAGER

The City Manager commented on upcoming reports: the proposed September 30, 2014 (budget update) meeting; updating of City policies; presentation of HUD communications; update of neighborhood street repairs; improving the permit process; and water tank investigation. The Fire Chief commented on "9/11" activities at Oxnard Fire Stations.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: attending Regional Rail conference (MacDonald); attending California League of Cities conference; recent correspondence received from HUD; status of Los Cortes development; Southern California Association of Governments report on poverty (Ramirez); use of video cameras in the community; "water conservation" measures; status of the Public Access Channel; update of Solid Waste Transfer Station; status of building the Rose Park restroom and planned Veterans Day's activities.

T. ADJOURNMENT

At 10:07 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
September 16, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Bryan A. MacDonald and Dorina Padilla were present. Councilmembers Carmen Ramirez and Bert Perello were 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, Assistant City Manager; Stephen Fischer, Interim City Attorney; Barbara Murray, Library Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; Jason Benites, Assistant Police Chief; Carrie Sabatini, Interim Housing Director; Trish Honigsberg, Outreach/Educational Specialist; Deborah Fox, Literacy Coordinator and Juliette Dang, Grants Coordinator.

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

1. SUBJECT: Presentation of Proclamation designating September 2014 as "Adult Literacy Awareness Month" and recognize three participants in the Oxnard Public Library Adult Literacy Program.
DISCUSSION: The Library Director and Literacy Coordinator commented on the reading program which includes the tutoring students and introduced Robert Rollins, Jose Cruz and Siblings Matson who have participated in the program.
2. SUBJECT: Presentation of Proclamation Designating September 20, 2014 as "Coastal Clean Up Day".
DISCUSSION: The Outreach/Educational Specialist invited the public to the Saturday, September 20, 2014 activities to volunteer at different sites in the community.
3. SUBJECT: Presentation of the Commission on Community Relations' Community Awards.
DISCUSSION: Orlando Dozier, Chairman of Commission on Community Relations, commented on the mission of the Commission on Community Relation and recognized Antonio Ramirez; Lucy Cartagena; Walter Fuller; Consulado de Mexico en Oxnard and El Concilio Family Services.

At 6:35 p.m., Mayor Pro Tem Ramirez was present. At 6:36 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Harry Cortez; George Miller; Mike Young; Dick Jaquez; Steve Nash; Morey Navarro; Daniel Lechlitter; Mario Quintana; Lupe Anguiano; Maria Ventura; Linda Calderon; Julie Pena; William Terry; Juan Delgado; Dan Pinedo; Jim Lavery; Elliott Gabriel; Hector Pelayo; George Sorkin; Leo Martinez; Jess Gutierrez; Harold Ceja; Larry Stein and Cesar Cervantes.

At 6:54 p.m., Councilmember Perello was present.

C. CLOSED SESSION

The Council concurred to reorder the agenda with the closed session at the end of the meeting.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**H. INFORMATION/CONSENT PUBLIC HEARINGS**

ACTION: Mayor Pro Tem Ramirez declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there was one written communication received.

Housing Department

1. **SUBJECT:** The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2013-2014. (001)

RECOMMENDATION: Accept the City of Oxnard's CAPER for FY 2013-2014.

DISCUSSION: The Interim Housing Director briefly commented on the report to be submitted to HUD, use of funds and one letter received from Ms. Tracy. The Grants Coordinator outlined spending of funds in different programs and time allocated.

Public comment was received from: Eileen Tracy.

Councilmembers commented on: letter received from Ms. Tracy and response to questions; Finance accounting system and the approval use of funds process.

ACTION: Close the public hearing. (MacDonald/Perello) Approved unanimously. Approved as recommended. (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello and Ramirez. Absent: Flynn.

I. PUBLIC HEARINGS**J. APPOINTMENT ITEMS****K. REPORTS****L. REPORT OF CITY MANAGER**

The Assistant City Manager stated that signs regarding hazards had been placed at Ormond Beach and on the number of visitors to the site.

1. SUBJECT: Confirm September 30, 2014, as a Special City Council Meeting date.
ACTION: Approve meeting date. (MacDonald/Perello) Ayes: Padilla, Perello, Ramirez and MacDonald. Absent: Flynn.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: business license policy; League of Cities National conference (Padilla); Cultural Arts committee (Padilla); maintenance of Oxnard Boulevard; requested a report regarding injection of wells outside the City limits; use of "body" camera(s) for Police Department; planned Coastal Clean-up event (Ramirez); update of Los Cortes development; update of Public Access Channel and Channel Islands University community outreach program meeting (Ramirez).

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

At 8:38 p.m., Mayor Flynn was present and presided.

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Chief Financial Officer and Interim Public Works Director (S-3); Interim Public Works Director and City Engineer (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from: George Miller.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard City Council for July 29, 2014. (125)
RECOMMENDATION: Approve.

Development Services Department

2. SUBJECT: Second Reading of **Ordinance No. 2885** approving Planning and Zoning Permit No. 14-570-01 (Zone Change) and adopting negative declaration (ND No. 2014-02). (131).
RECOMMENDATION: Second reading and adoption.

Finance Department

3. SUBJECT: Reimbursement Resolution for Measure 'O' Debt Financed Street Projects. (137)
RECOMMENDATION: Adopt a resolution declaring its intent to reimburse the City for capital expenditures related to the improvement and construction of portions of streets and roadways in the City from proceeds of taxable or tax-exempt indebtedness.

Public Works Department

4. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW14-03R-(Rebid) Kingsbridge Way Wall Repairs-Mandalay Bay Seawalls. (141)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, John S. Meek Company, Inc. (A-7712) in the amount of \$993,965.00 for PW14-03R-Kingsbridge Way Wall Repairs-Mandalay Bay Seawalls, and authorize the purchasing agent to execute the contract upon receipt of final Documents; and 2) Approve a special budget appropriation in the amount of \$400,000 from Waterway Assessment Fund Balance to Mandalay Bay Seawall Improvements Project 143101.

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 9:07 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case

The City Council also recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of negotiations and to provide instructions to the City's negotiators, Michelle Téllez, Director of Human Resources; Jeffrey C. Freedman, City's labor attorney, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for employees represented by the employee organization identified above and other matters within the scope of representation.

At 10:15 p.m. the City Council reconvened and recessed to the evening session.

T. ADJOURNMENT

At 10:16 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
September 9, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:02 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Bert Perello were present. Commission Dorina Padilla was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Stephen Fischer, Interim General Counsel; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Christina Aerenlund, Public Information Officer; and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. 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

Community Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2015 – June 30, 2015. (057)

RECOMMENDATION: Adopt **Resolution No. 14** approving the Seventh Recognized Obligation Payment Schedule (ROPS) 14-15B covering the period of January 1, 2015 – June 30, 2015.

DISCUSSION: The Interim Redevelopment Services Manager reviewed the proposed schedule, language of State Finance Department and administration costs. The City Manager and Chief Financial Officer outlined administration, personnel costs and the dissolution process.

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

The Commissioners discussed: the language from the State Finance Department; administration costs and economic development of the community.

ACTION: Approved as recommended. (Ramirez/MacDonald). Ayes: MacDonald, Padilla and Ramirez. Absent: Padilla. Noes: Perello stating "because of inaccuracies with information represented in the report specifically" due to a letter from State Finance Department.

L. REPORT OF EXECUTIVE DIRECTOR

M. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY / BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. 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 Community Development Successor Agency for June 10, 17, 24; July 1, 8, 15, and 22, 2014. (063)
RECOMMENDATION: Approve.

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

CITY COUNCIL

At 9:47 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 9:47 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
September 16, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
September 23, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:30 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; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Stephen Fischer, Interim General Counsel and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:06 p.m. the City Council and Community Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed were SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

At 5:58 p.m. the Commissioners reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:05 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council.

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

M. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL/COMMUNITY COMMISSION HOUSING AUTHORITY

At 10:23 p.m., the joint meetings with the City Council and Housing Authority 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

October 07, 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 HOUSING AUTHORITY
Regular Meeting
June 3, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:32 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega 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; Greg Nyhoff, Executive Secretary; Stephen Fischer, Interim General Counsel; James Cameron, Chief Financial Officer; Jeri Williams, Police Chief and Martin Erickson, Deputy City 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

J. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: Consideration of Resolution Revising Housing Authority Procedures and of a Proposal from the Procedures Committee to form an Ethics Advisory Committee. (021)

RECOMMENDATION: Approve **Resolution No. 1279** containing revisions to Housing Authority Procedures.

DISCUSSION: The Deputy City Manager reviewed the proposed revising procedures. The Interim City Counsel reviewed appointments to citizen committees and changes to the proposed provisions.

Public comments were received from: Nancy Pedersen, Pat Brown, Larry Stein, Dan Pinedo, Steve Nash, Al Velasquez and Daniel Lechliter.

The Council discussed the proposed changes including "meeting" procedures, proposed speaking limits for public and creating an "ethics advisory" committee.

ACTION: Moved to approved parts 2 to 9 of the resolution as flexible guidelines and forming of Ethics Advisory Committee. (Padilla/Ramirez) Ayes: Ramirez, Padilla, Perello, Flynn, Andrade and Vega. Noes: MacDonald.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY BUSINESS/COMMITTEE 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 COUNCIL

At 8:44 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 8:44 p.m., the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

June 10, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega 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; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Stephen Fischer, Interim General Counsel

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Q. REVIEW OF INFORMATION/CONSENT AGENDA

The Housing Director outlined the Housing voucher program and some differences of programs.

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments Melissa Campbell Langdell

S. INFORMATION/CONSENT AGENDA

Housing Department

2. SUBJECT: Housing Authority Investment Policy. (103)
RECOMMENDATION: Adopt **Resolution No. 1280** adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2014-2015.
3. SUBJECT: Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher Participants. (115)
RECOMMENDATION: Adopt **Resolution No. 1281** to adopt the revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.

4. SUBJECT: Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds. (127)
RECOMMENDATION: Adopt post-issuance tax compliance procedures for tax-exempt bonds.
5. SUBJECT: Selection of the Courts Project for the Section 8 Project Based Voucher Program. (133)
RECOMMENDATION: Approve the selection of the Courts project for Section 8 Project Based Vouchers and authorize the Housing Director to enter into a Housing Assistance Payment contract and any other necessary documents.

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

ACTION: Chairperson Flynn declared the public hearing open.

DISCUSSION: The Secretary Designate reported on posting, publication and that there were no written communications received.

Finance Department

2. SUBJECT: FY 2014-15 Operating and Capital Budget Public Hearing. (063)

RECOMMENDATION: Conduct a public hearing on the Fiscal Year 2014-15 operating and capital budgets for the Oxnard Housing Authority.

DISCUSSION: The Executive Secretary and Chief Financial Officer commented on budget issues including: a comparison of projected balances; hiring of PAC manager; increasing General Fund Reserve; the Chairperson's recommendations; moving to a performance/priority based budgeting; and golf course issues.

Public comment received from: Larry Stein; Paul Garcia; Alex Mireles; Anthony Mireles; David Valenzuela; and Danny Zaragoza.

The Commissioners discussed various issues: use of enterprise funds vs. general funds; Golf course; street repairs; maintenance of infrastructure and local job preferences for City projects.

ACTION: Close the public hearing. (Padilla/Flynn) The Commission received the report and provided comments to staff.

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF SECRETARY

M. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON REPORTS

P. STUDY SESSION

O. STUDY SESSION

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 9:09 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

T. ADJOURNMENT

At 9:09 p.m., the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 17, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Tim Flynn, Carmen Ramirez, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. Commissioner Bryan A. MacDonald was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary and Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

E. CEREMONIAL CALENDAR

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

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Finance Department

2. SUBJECT: FY 2014-15 Operating and Capital Budget Adoption. (013)

RECOMMENDATION: Adopt a resolution approving the Housing Authority's Fiscal Year 2014-15 Operating and Capital Budget.

DISCUSSION: The Chief Financial Officer provided information on the proposed budget.

Public comments were received from: Larry Stein; George Miller and Jim Lavery.

The Commissioners commented on: the reserve budget and the budget approval process.

ACTION: Moved to postpone this item. (Ramirez/Perello). Ayes: Padilla, Perello, Andrade, Vega, Flynn and Ramirez. Absent: MacDonald.

J. APPOINTMENT ITEMSK. REPORTSL. REPORT OF SECRETARYM. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTS

At 10: 27 p.m., Chairperson Flynn left the meeting and Vice-Chairperson Ramirez presided.

O. PUBLIC COMMENTS ON REPORTSP. STUDY SESSIONO. STUDY SESSIONS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for April 8, 15 and 22, May 6, 13 and 20, 2014 (059)
RECOMMENDATION: Approve.

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

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY / FINANCING AUTHORITY

At 10:51 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Financing Authority concluded.

T. ADJOURNMENT

At 10:51 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

CARMEN RAMIREZ
Vice-Chairperson

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 24, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:16 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Stephen Fischer, Interim General Counsel; William "Bill" Wilkins, Housing Director and Grace Magistrale Hoffman, Deputy Executive Secretary.

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

Finance Department

1. SUBJECT: FY 2014-15 Operating and Capital Budget Adoption. (023)

RECOMMENDATION: Adopt **Resolution No. 1282** approving the Housing Authority's Fiscal Year 2014-15 Operating and Capital Budget.

DISCUSSION: The Chief Financial Officer reviewed several issues including "Vacancy Savings"; golf course; PAC; water fund; wastewater fund; environmental resources fund; bond rating and debt service. The Executive Secretary commented on the debt ratio of the City.

Public comments received from: Larry Stein and George Miller.

The Commissioners discussed several issues including: public Housing funding; bond rating and water costs.

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

L. REPORT OF SECRETARY

M. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

2. SUBJECT: Verbal Update Concerning Las Cortes Relocation Issues (28 Acres East of Marquita Street and North of First Street and Approximately 4 Acres of City Parkland to the North of The Courts). (Vice-Chairperson Ramirez)

DISCUSSION: The Housing Director reviewed the moving process and assistance being provided to residents.

ACTION: The Commissioners provided comments to staff.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON REPORTS

HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

P. STUDY SESSION

O. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 9:41 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

T. ADJOURNMENT

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 1, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

July 8, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 15, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 22, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 9, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
September 16, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 23, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES
OXNARD HOUSING AUTHORITY
Special Meeting
July 29, 2014

- A. ROLL CALL/POSTING OF AGENDA
- B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
- C. CLOSED SESSION
- D. OPENING CEREMONIES

At 6:15 p.m., the special meeting of the Oxnard Housing Authority reconvened in the Council Chambers, concurrently with the City Council and the Parking Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Bert Perello, Jose Andrade and Francisco Vega were present. Commissioner Dorina Padilla was present via conference call from Octolan, Mexico. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerks Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Rahsaan Tilford, Deputy General Council; Martin Erickson, Deputy Executive Secretary; Lyn McGraw, Deputy Secretary Designate. Additional staff members present were: Kymberly Horner, Interim Redevelopment Services Manager; and Maria Herrera, Community Development Administrative Secretary.

E. APPOINTMENT ITEM

Community Development Department

1. SUBJECT: Property-Based Improvement District ("PBID") Ballot. (001)
RECOMMENDATION: Authorize the City Manager to sign, on behalf of the City of Oxnard, Oxnard Housing Authority, and Oxnard Parking Authority, as owners of certain properties located in the Oxnard Downtown Management District ("District"), the ballot in support of the renewal and boundary modification of the District.
DISCUSSION: The Interim Redevelopment Services Manager reviewed the ODMC ballot process including the vote of the council. Abel Magana, Executive Director of ODMD, answered questions regarding maintenance issues, public safety and business development.

Comments received from Commissioners regarding: maintenance issues, public safety and business development.

Public comments received from: Francine Castanon; Larry Stein; Ines Tuttle; Martin Jones; Fernando Garcia; Alejandro Rivera; and Tom Garon.

ACTION: Move to support the renewal and boundary modification of ODMD.
(Ramirez/Perello). Approved unanimously.

F. PUBLIC HEARINGS

H. REPORTS

I. PUBLIC COMMENTS ON REPORTS

J. REVIEW OF INFORMATION/CONSENT AGENDA

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

L. INFORMATION CONSENT

CITY COUNCIL/PARKING AUTHORITY

At 7:26 p.m. the joint meetings with the Oxnard City Council and the Oxnard Parking Authority concluded.

T. ADJOURNMENT

At 7:26 p.m. the Housing Authority adjourned.

LYN MCGRAW
Deputy Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 10/14/2014

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

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. S-2

Reviewed By: City Manager YM

City Attorney SBB

Finance JK

Other (Specify) for JC

DATE: October 1, 2014

TO: City Council

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

SUBJECT: Agreements for City Council Review

RECOMMENDATION

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 10/14/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Public Works/Wastewater Jeremy Grant 385-3965	County of Ventura Agreement No. 6909-14-PW	Santa Clara River MOA for TMDL Implementation Plan This Memorandum of Agreement is between the City of Fillmore, City of Oxnard, City of Santa Paula, City of Ventura and County of Ventura to provide cost sharing for the Lower Santa Clara River Bacteria Total Maximum Daily Load (TMDL) Implementation Plan development. The total cost for all agencies for this TMDL Implementation Plan MOA is \$207,543.41. The City of Oxnard's share is \$38,603.07. Total Contract Amount: \$38,603 FundingSource: Wastewater Collection Funds	\$38,603
B	Change Order	Public Works/CPM Lou Balderrama	Toro Enterprises, Inc. Agreement No. A-7663 Change Order 1	12" CIP Water Main Replacement on Rose Ave Change Order No. 1 is the final and balancing change order to finalize the accounting of the actual quantities used in the construction of the project, and to process the documents to close out the project. This balancing change order also includes work done to resolve unforeseen conditions and City requested work to properly locate and install a new point of connection to the existing 12-inch water main. This contract was a Public Bid in accordance with the City's procurement policy. Total Contract Amount: \$548,388 FundingSource: Water CIP Funds	\$59,059
C	Purchase Order	Public Works/CPM Lou Balderrama 340-5358	Southern California Edison Purchase Order No. 1755	Installation of New Street Lights During the construction of the Victoria Avenue Improvements Project, the contractor installed the conduit and pull boxes to support the installation of ten (10) new street lights. Southern California Edison installed the new street lights. This amount is for the balance of the costs required to complete the installation. Total Contract Amount: \$25,811 FundingSource: Federal Transportation Funds and Circulation System Improvement Fees	\$25,811
	Change Order	Public Works/CPM Lou Balderrama 340-5358	Granite Construction Company Agreement No. A-7630 Change Order 1	Hueneme Road Widening Project This item is for costs associated with mobilization and demobilization for the job site and the rental fees for the Port-A-Dam equipment. To fully address concerns expressed by the Department of Fish & Wildlife, City staff is updating the mitigated negative declaration (MND) so that the regulatory agencies can review the updated MND for the project. This contract was a Public Bid in accordance with the City's procurement policy demobilization. Total Contract Amount: \$2,383,570 FundingSource: Funding Source: State Gas Tax Funds	\$82,302

ATTACHMENT #1
PAGE 1 OF 1



Meeting Date: 10 / 14 / 14

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

Prepared By: Martin R. Erickson Agenda Item No. S-3Reviewed By: City Manager [Signature] City Attorney RT Finance [Signature] Other JC**DATE:** October 3, 2014**TO:** City Council**FROM:** Martin R. Erickson
Deputy City Manager
City Manager's Office [Signature]**SUBJECT:** Transportation Development Act (TDA) Local Transportation Fund (LTF)
Allocations for FY 2014/15 and Article 3 Bicycle/Pedestrian Funds Resolution**RECOMMENDATION**

That City Council adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of FY 2014/15 TDA Article 3 bicycle/pedestrian funds.

DISCUSSION

The State Legislature adopted the Transportation Development Act in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes. The primary purpose of TDA is for transit services. A significant portion of the City's TDA revenue is allocated to Gold Coast Transit (GCT), a statutory transit district formed pursuant to Public Utilities Code section 107000 et seq., which provides both fixed route and paratransit service to Oxnard residents. The City Council approved the GCT budget in May, 2013. On July 1, 2014 GCT officially became a transit district pursuant to the Governor's signing of AB 664 (Williams).

Another component of TDA funding is the Article 3 Bicycle/Pedestrian funding, which is administered through the Ventura County Transportation Commission (VCTC). VCTC designated the Citizen's Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC) as the committee responsible for reviewing the projects submitted by the cities/County for the available funds. All cities in Ventura County (except Fillmore and Moorpark) and the County applied for funds. After hearing presentations from the applicants and discussing the proposals at their March 2014 meeting, the CTAC/SSTAC at their May 13, 2014 meeting recommended projects to the VCTC. VCTC approved the projects at their June 6, 2014 Board Meeting; and the City of Oxnard was awarded \$142,000 for bicycle path and safety improvements along westbound Vineyard Avenue and a new sidewalk on Esplanade Drive. There is currently no sidewalk for this portion of Esplanade Drive. In addition the project would add a bike line to Vineyard Avenue and a bike lane to Esplanade Drive where there are no

bike lanes now. The proposed bike lanes and sidewalk fill gaps in our existing bicycle and pedestrian network by connecting to existing sidewalks and existing bike lanes on Esplanade Drive. The attached resolution for Council approval is required before the funding can be disbursed.

Additionally, now that GCT is a district, Oxnard's TDA funding is disbursed through GCT, not directly to the City from VCTC as was the case previously. For FY 2014/15, \$800,000 of LTF Article 4 transit funds will be disbursed to the City in the following categories:

OTC operation and Maintenance and operating budget	\$450,000
Bus Stop Maintenance	\$ 50,000
Bus Stop/OTC Capital Improvements	<u>\$300,000</u>
Total	\$800,000

As in previous years, GCT has requested that the City swap out \$300,000 of Air pollution buy down funds (which can only be used for transit purposes) with TDA funds. This provides the City with transit TDA funds, which can be used for a broader range of purposes than the Air pollution buy down funds.

FINANCIAL IMPACT

Approval of these recommendations will provide for the funding allocations to meet FY 2014/15 commitments.

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

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
SUBMITTAL OF A CLAIM TO THE VENTURA COUNTY TRANSPORTATION
COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT
FUNDS FOR FISCAL YEAR 2014/15

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

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

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (Cal. Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the LTF shall file its claim with the Ventura County Transportation Commission (VCTC).

NOW, THEREFORE LET IT BE RESOLVED, that the City of Oxnard is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with the VCTC for an allocation of LTF funds in FY 2014/2015.

BE IT FURTHER RESOLVED that the authorized claim includes \$142,000 in Bicycle/Pedestrian funding for Article 3 bicycle and/or pedestrian purposes for bicycle path and safety improvements.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the VCTC in conjunction with the filing of the claim.

PASSED AND ADOPTED THIS 14th day of October, 2014 by the following vote:

AYES:

NOES:

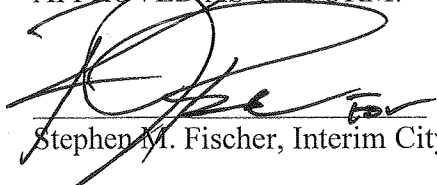
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 1 OF 1



Meeting Date: 10/14/ 2014

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

Prepared By: Grace Magistrale Hoffman *gmh* Agenda Item No. 5-4Reviewed By: City Manager *JM* City Attorney *SMP* Finance *JP* Other (Specify) *JC***DATE:** October 3, 2014**TO:** City Council**FROM:** Grace Magistrale Hoffman, Deputy City Manager
City Manager's Office *Grace Hoffman***SUBJECT:** Second Amendment to Agreement with DH Green Consulting for Prevention and Community Outreach Services for the Oxnard Alliance for Community Strength**RECOMMENDATION**

Approve and authorize the Mayor to execute a Second Amendment to Agreement (5885-12-CM) with DH Green Consulting for the term of October 14, 2014, to September 30, 2015, in the amount of \$100,000, bringing the total contract amount to \$300,000 (with \$150,000 reimbursed by the County of Ventura for the life of the contract).

DISCUSSION

The Oxnard Alliance for Community Strength is led by Oxnard City Council representatives Mayor Tim Flynn and Mayor Pro Tem Carmen Ramirez. The purpose of the collaborative with the County of Ventura (represented by Supervisor Kathy Long and Supervisor John Zaragoza) is to provide direction and focus that will facilitate violence prevention efforts within a network of organizations and individuals in the City of Oxnard. DH Green will provide prevention and community outreach services to further the long- and short-term goals and objectives of the Oxnard Alliance for Community Strength on behalf of the City of Oxnard, County of Ventura Human Services Agency, and the County of Ventura Probation Agency. The total cost of the contract is \$100,000, with the County of Ventura reimbursing the City \$50,000. Therefore, the actual cost to the General Fund is \$50,000.

In 2012, a Request for Proposal (RFP) was issued with two proposals submitted. DH Green Consulting was ranked as the best qualified for the work. The original agreement was from July 2012 to August 2013. The first amendment was from October 2013 to September 2014. This second amendment will be for a term of October 2014 to September 2015.

FINANCIAL IMPACT

Funds are available in the Fiscal Year 2014 – 2015 Adopted Budget to cover the cost of these services. \$50,000 of the \$100,000 will be reimbursed by the County of Ventura for an actual cost to the City's General Fund of \$50,000.

Attachment #1 - Second Amendment to DH Green Consulting Contract

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and DH Green Consulting ("Consultant"). This Second Amendment amends the Agreement entered into on July 19, 2012, by City and Consultant. The Agreement has previously been amended on September 10, 2013 by a First Amendment.

City and Consultant agree as follows:

1. Effective October 14, 2014, Exhibit A-1 is deleted and replaced with Exhibit A-2 and the reference to "Exhibit A-1" in Section 1 of the Agreement is replaced with "Exhibit A-2" which is attached hereto and incorporated by this reference in full herein.
2. Effective October 14, 2014, Exhibit B-1 is deleted and replaced with Exhibit B-2 and the reference to "Exhibit B-1" in Section 8 of the Agreement is replaced with "Exhibit B-2" which is attached hereto and incorporated by this reference in full herein.
3. In Section 12 of the Agreement, the date "September 30, 2014" is deleted and replaced by the date "September 30, 2015."
4. Effective October 14, 2014, Exhibit C-1 is deleted and replaced with Exhibit C-2 and the reference to "Exhibit C-1" in Section 14 of the Agreement is replaced with "Exhibit C-2" which is attached hereto and incorporated by this reference in full herein.
5. In Section 14 of the Agreement, the figure "\$200,000" is deleted and replaced with "\$300,000".
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Doug Green, Principal
DH Green Consulting

APPROVED AS TO FORM:

Stephen Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Grace Magistrale Hoffman, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

ATTACHMENT # 1
PAGE 2 OF 6

Exhibit A-2 & B-2

Scope of Work with Time for Performance Oxnard Alliance for Community Strength Consultation Services

Introduction:

Contractor will provide professional consulting services to further the long and short-term goals and objectives of the Oxnard Alliance for Community Strength (the Alliance) on behalf of the City of Oxnard, County of Ventura Human Services Agency, and County of Ventura Probation Agency. The purpose of the Alliance is to provide direction and focus that will facilitate violence prevention efforts within a network of organizations and individuals in the City of Oxnard and surrounding areas. The term of the contract will be for one year beginning October 14, 2014 and ending September 30, 2015. Further funding for subsequent years will be considered at the discretion of the City and County partners.

The ability to be flexible and adaptable is critical to the success of this effort, since living and work environments are seldom static. Short and long term goals will be determined by the Contractor and the Alliance and will be reflected in a adaptable Implementation Plan approved by the Alliance Technical Team. The core value of cultural competency – effectively responding to the community in a cross cultural context -- will be central to the work of the Alliance, Task Forces and Subcommittees. Cultural competence recognizes and values the strengths of individuals, families, and communities and honors the worth and dignity of all.

The Oxnard Alliance for Community Strength's Action Plan and Implementation Plan are reflective of the Strategic Action Framework for Empowered & Thriving Youth (SAFETY) Blueprint adopted by Oxnard City Council in March 2009 and the Community Wisdom Narrative: Consejos Report. The SAFETY Blueprint states that a "strategic focus on positive outcomes for young people must recognize the interrelationship between different forms of violence. Few individuals and even fewer families experience violence as a single issue or as a discrete phenomenon. Often, different forms of violence – intimate violence, child abuse and neglect, sexual violence, gang violence, bullying, suicidal behavior- co-exist within the same home, interrelated in complicated ways. Each experience of these types of violence is a risk factor for other forms of violence." The prevention of violence will take a life-time commitment and multi-layered holistic approach.

Contractor Responsibilities

In consideration of the foregoing, this Scope of Work with Time for Performance outlines the activities and deliverables to be provided by Contractor as part of this collaborative project. The Contractor shall provide leadership in the oversight and phased implementation of the Alliance Action Plan. The implementation includes working within the Alliances network of partners and with ad hoc committees as determined by the Alliance Technical Team to ensure success of the project. Contractor shall provide the scope of work outlined below during the term of the contract.

2014-15 OXNARD ALLIANCE SCOPE OF WORK AT A GLANCE

Scope Elements	Activities/Objectives	Outcomes	Measures & Evaluation Methods	Timeline
Focus: Support the accomplishment of specific Alliance Goals				
Youth and Schools Goals. Strengthen involvement of youth in violence prevention.	Involve 50 partners in a dialog about youth violence co-sponsored by the Alliance, including partners working with youth (focus: how bullying and other forms of violence impact youth).	Increased youth involvement in prevention.	Youth involvement measured by the number of participants who attend and complete evaluation forms.	Convening of partners by 5/31/15.
Families Goal. Promote best and promising practices in parenting.	Build the five protective factors among parents in Oxnard's highly impacted neighborhoods by co-hosting 10 Triple P Parenting Seminars (Key partners: First 5, Human Services Agency, Behavioral Health).	Strengthened Families.	Increased understanding of parenting measured by the number of participants and changes in knowledge reflected on pre- and post-tests.	Host 10 seminars by 9/30/15.
Families Goal. Develop leadership capacity among local parents.	Working with Alliance partners that offer parent leadership training/advocacy, train 30 parent leaders in two cycles of the Leaders for Change parent leadership series; Seek funding for a sustainable parent leader network (Key partners: Aspiranet, Child Development Resources, First 5, HSA, Partnership for Safe Families & Communities, Strategies).	Increased parent preparedness for leadership roles.	Increase parent leadership capacity measured by the number of participants and by changes in knowledge reflected on pre- and post-tests.	First workshop series completed by year end 2014; second by 9/30/15.
Neighborhoods Goal. Train partners in responding to community violence in a trauma-informed way.	Work with partners to seek funding for a training of 20 volunteer trainers in a model of community healing in the wake of violence. Obtain MOUs from 5 partners regarding use of trained volunteers following community violence. (Key partners: Oxnard Office of Youth Safety, law enforcement, Casa Pacifica, Oxnard schools, VC Behavioral Health, VC Public Health) Develop a group on ACEs* Connection for Ventura County with the target of 25 members by 9/30/15; Foster exchange of information about trauma-informed practices in Ventura County.	Strengthened partnership between citizens and agencies; increased healing.	Increased capacity to respond to violence measured by the number of training participants and completed training evaluations. Number of signed MOUs. Number of members reflected in a Ventura County group/blog on ACEs Connection.	Training completed by 6/30/15. MOUs in place by 9/30/15.

ATTACHMENT
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2014-15 OXNARD ALLIANCE SCOPE OF WORK AT A GLANCE				
Scope Elements	Activities/Objectives	Outcomes	Measures and Evaluation Methods	Timeline
Focus: Support the accomplishment of specific Alliance Goals				
Neighborhoods Goal. Support highly-impacted neighbor-hoods.	Work with community members and groups in impacted neighborhoods to support access to agency services, encourage adoption of best practices, provide assistance in planning. Convene 25 community members who are involved with Healing Circles to build a network of people to support each other and provide peer training.	Accelerated healing from trauma.	Community involvement measured by the number of convening participants and completed convening evaluation forms.	Ongoing through 9/30/15.
City-wide goal. Support the adoption of restorative justice practices throughout the Alliance network.	Work with partners to plan and promote a Restorative Justice Summit (Objective: 50 Alliance partners participate in the summit). Work in conjunction with the Ventura County Restorative Justice Collaborative to provide community education and professional development opportunities.	Increased community resiliency and healing.	Partner involvement measured by the number of summit participants and completed summit evaluation forms.	Ongoing through 9/30/15.

*Adverse Children Experiences website and blog for organizations and areas focused on promoting trauma-informed practices.

2014-15 OXNARD ALLIANCE SCOPE OF WORK AT A GLANCE - CONTINUED

Scope Elements	Activities	Outcomes	Timeline
<i>Focus: Strengthen the network of the Oxnard Alliance</i>			
Serve as Prevention and Community Outreach Coordinator.	Co-facilitate Technical Team and Alliance All Partner meetings; Support Alliance partner organizations with information and technical assistance as needed; Work with Alliance partners to achieve outcomes of this Scope of Work. Share opportunities for engagement with the Alliance and results achieved with the community. Attend partner events and meetings to support their violence prevention and family strengthening efforts, provide information about Alliance activities and remain informed about trends in the field.	Strengthened network of partners working collaboratively.	Ongoing through 9/30/15.
Share information, including best and promising practices and available resources.	Work with the Technical Team to share best and promising practices, report progress in completing this Scope of Work, share information about partners' programs and highlight the successes of Alliance partners.	Increased communication and access to best and promising practices.	Ongoing communication through 9/30/15.
Coordinate efforts with other city departments.	Work with the Youth Safety Coordinator and other city departments to create a strong continuum of prevention, intervention, enforcement and suppression activities.	Increased alignment of violence prevention programs.	Ongoing through 9/30/15
Ensure cultural responsiveness in Alliance-sponsored activities.	Ensure Alliance-sponsored activities, meeting plans and communications include culturally proficient approaches, including meeting times, child supervision and interpreter services.	Increased cultural proficiency.	Ongoing through 9/30/15.

Compensation Schedule
Exhibit C-2

Prevention and Community Outreach Coordinator for the
Oxnard Alliance for Community Strength

IV. Compensation Schedule:

A. The minimum number of hours that Contractor will perform for the ALLIANCE during the term of this contract is 1000 hours (October 14, 2014 – September 30, 2015). The total budget for these services is \$100,000. Assuming all services are performed by Contractor, the maximum financial responsibilities of the governmental entities towards the Contractor for the Project is \$8,333.33.

1. Compensation from the City of Oxnard: The City of Oxnard will pay \$8,333.33 per month.
2. Billing Schedule: The City of Oxnard will pay Contractor monthly for services rendered within 30 days of receipt of an accurate and approved invoice submitted to the City of Oxnard, fiscal services. The monthly invoice and hours worked will be due no later than the tenth calendar day of the subsequent month. A report detailing services rendered will be submitted quarterly. The designated City of Oxnard program staff assigned to this contract will coordinate with City of Oxnard Fiscal Services to review and approve the claim for processing.