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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
September 14, 2021
Regular Meeting - 6:45 to 8:15 PM
(TEMPORARY MEETING TIME CHANGE)

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the June 22, 2021 and July 13, 2021 regular meetings as

presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Police Department
SUBJECT: Increase in Reward Funds for Unsolved Homicide Cases.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee receive a report on the increase of reward funds for unsolved homicide cases.
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/y8Dft1mpiu4
Contact: Jason Benites, (805) 385-7624

2. Housing Department
SUBJECT: Sale of Oxnard Community Development Commission Successor Agency-owned property to the Oxnard Housing Authority.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommends:

1. That the Oxnard Community Development Commission Successor Agency (Successor Agency) adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions;
2. That the Housing Authority Board of Commissioners adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions;
3. That the City Council conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
4. That the City Council adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OTI50FMFIC8
Contact: Emilio Ramirez, (805) 385-8094

3. Police Department

   SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) for Downtown Security Services.

   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a four (4) - year agreement (contract number A-8370) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount not to exceed $1,260,000.00.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/bLNmATv2Rgg

   Contact: Jason Benites, (805) 385-7624

4. Housing Department

   SUBJECT: A Review of Rent Control and Tenant Protection Strategies (0/15/30)

   RECOMMENDATION: That the Housing and Economic Development Committee conduct a study session on Rent Control and Tenant Protection Strategies.

   Please click the following link to view the required Measure M pre-recorded presentation videos: https://youtu.be/ahhQSt1FSZ4 and https://youtu.be/tecvgLGQ9Gk

   Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: September 14, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the June 22, 2021 and July 13, 2021 regular meetings as presented.

BACKGROUND

That the Community Services, Public Safety, Housing & Development Committee approve the meeting minutes as presented.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 22 2021 Community Services, Public Safety, Housing & Development Committee
2. MINUTES 07 13 2021 Community Services, Public Safety, Housing & Development Committee

MINUTES

OXNARD CITY COUNCIL

COMMUNITY SERVICES, PUBLIC SAFETY,

HOUSING & DEVELOPMENT COMMITTEE

Regular Meeting

JUNE 22, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing and Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair MacDonald and Member Madrigal were present via videoconference. Member Zaragoza was present in person.

Staff members present in person were Ashley Golden, Assistant City Manager; Ken Rozell, Chief Assistant City Attorney; and Rose Chaparro, City Clerk.

Alexander Nguyen, City Manager; Jason Benites, Police Chief; Marc Amon, OPD Commander; Vyto Adomaitis, Community Development Director; Scott Kolwitz, Planning & Environmental Services Manager; Lilly Rudolph, Rincon Consultants; and Gena L. Guisar, CSG Consultants also participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of March 9, 2021 regular meeting as presented.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the minutes as presented. Zaragoza, Madrigal, and MacDonald voted in favor; the motion carried 3-0.

D. REPORTS

1. Community Development Department

SUBJECT: Agreement #9201-21-CD with Rincon Consultants and Agreement #9202-21-CD with CSG Consultants, Inc. for On-Call Planning and Permit Processing Services.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve Agreement #9201-21-CD with Rincon Consultants (Rincon) in the amount of $750,000 and Agreement #9202-21-CD with CSG Consultants, Inc. (CSG) in the amount of $250,000, for on-call Planning and Permit Processing Services for a period of three-years with up to two one-year extensions.

Scott Kolwitz, Planning & Environmental Services Manager; Lilly Rudolph with Rincon Consultants; and Gena L. Guisar from CSG Consultants were available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

2. Police Department

   SUBJECT: Fourth Amendment to Axon International Contract.

   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommends that the City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement for Body Worn Cameras with Axon International, Inc. (A-7858) for $2,451,318.01, to extend and add to the scope of services regarding evidence management.

Jason Benites, Police Chief and Marc Amon, Police Commander were available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action. VOTE: Madrigal, Zaragoza, and MacDonald voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 6:54 p.m.

ROSE CHAPARRO City Clerk	BRYAN A. MACDONALD Chair

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
JULY 13, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing and Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair MacDonald and Member Madrigal were present via videoconference. Member Zaragoza was present in person.

Staff members present in person were Ashley Golden, Assistant City Manager; Jason Zaragoza, Deputy City Attorney; Terrel Harrison, Cultural & Community Services Director; and Rose Chaparro, City Clerk.

Shiri Klima, Deputy City Manager; Adam Smith, Project Manager; Eric Sonstegard, Assistant Chief of Police; Alexander Hamilton, Fire Chief; Emilio Ramirez, Housing Director; Brian Yanez, Acting Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Jan Hauser, Wastewater Division Manager; Vyto Adomaitis, Community Development Director; Steve Naveau, Human Resources Director; Kevin Riper, Chief Financial Officer; Eden Alomeri, Billing & Licensing Director; Raja Bamrungpong, Interim IT Director; participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of March 23, 2021 and April 13, 2021 regular meetings as presented.

Chair MacDonald announced that the meeting minutes will be brought to the next meeting for approval.

D. REPORTS

1. Housing Department

SUBJECT: Development of an Oxnard Housing First Plan.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee receive, file and support plans for the Housing Department staff to launch the development of a Housing First Plan for the City of Oxnard.

Emilio Ramirez, Housing Director, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff. No formal action was required.

2. Housing Department
   SUBJECT: Award of Contract for the Residential Rehabilitation & Remodel Project at Pleasant Valley Village.
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the Chairman to execute a firm-fixed price contract in the amount of $757,683.20 with Waisman Construction Inc. (Agreement number A-8343 using funds previously appropriated from the 2019 Capital Fund grant for Section 504 compliance (Americans with Disabilities Act (ADA)).

Emilio Ramirez, Housing Director, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action. VOTE: Zaragoza, Madrigal, and MacDonald voted in favor; the motion carried 3-0.

3. City Manager Department
   SUBJECT: Preliminary American Rescue Plan Act Investment Ideas.
   RECOMMENDATION: That the Community Services, Public Safety, Housing and Development Committee begins the discussion about American Rescue Plan Act (ARPA) preliminary investment ideas and forward discussion outcomes to the City Council for further deliberations.

Ashley Golden, Assistant City Manager, answered the Committee's questions. Public comments were received from Mike Doty, Jesus Torres, Anthony Mireles, Alicia Percell, and Stephanie Hagiwara. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair MacDonald asked that an item be brought back in the fall about the efforts being done by the Fire, Police, and Housing Homeless Program in the north part of the City, in response to fire prevention, removal of vegetation, and public outreach efforts.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 7:37 p.m.

ROSE CHAPARRO City Clerk	BRYAN A. MACDONALD Chair

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

CITY OF OXNARD CALIFORNIA

REPORTS
AGENDA ITEM NO. D.1

DATE: September 14, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Increase in Reward Funds for Unsolved Homicide Cases.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee receive a report on the increase of reward funds for unsolved homicide cases.
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/y8Dft1mpiu4

BACKGROUND

Prior to July 1, 2021, the Oxnard Police Department offered a monetary award of $10,000 for information leading to the identification, apprehension, and conviction of any person(s) in open homicide cases. As of the date of this report, the Oxnard Police Department has not paid out any reward funds under these circumstances.

On July 1, 2021, the Oxnard Police Department increased the reward to $25,000. The amount of the reward was increased to help motivate witnesses from our community to come forward with information on unsolved homicide cases.

California Government Code section 53069.5 authorizes police agencies to offer and pay rewards for information leading to the identification and apprehension of any person whose willful misconduct results in the injury or death of any person. This section does not require a conviction prior to the distribution of the award. However, since the Rewards Program is discretionary, the Oxnard Police Department added the additional requirement of a conviction before the award of $25,000 is distributed.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

For FY 2021-22, this funding, if needed during the fiscal year, can be absorbed from the Oxnard Police Department's General Fund Budget (101-2102).

For FY 2022-23 and beyond, the Oxnard Police Department will include $25,000 for the Rewards Program in its annual budget request.

Prepared by: Sharon Giles, Police Commander

ATTACHMENTS

1. Reward Increase for Unsolved Homicides

PUBLIC SAFETY COMMITTEE
September 14, 2021

Reward for Information on Unsolved Homicide Cases

Assistant Chief Denise Shadinger
Commander Sharon Giles

CITY OF OXNARD CALIFORNIA

Presentation Objective

Provide a report to the Public Safety Committee on an increase to the reward fund established for information leading to the identification, apprehension, and conviction of any suspect(s) in homicide cases within the City of Oxnard

Background

In the past, the Oxnard Police Department has offered a monetary award of $10,000 for information leading to the identification, apprehension, and conviction of any suspect(s) in homicide cases. As of the date of this report, the Oxnard Police Department has not paid out any reward funds for information on unsolved homicides.

On July 1, 2021, the amount of this reward was increased to $25,000 to motivate witnesses from our community to come forward in order to bring justice for the victims of violent crime.

Background

California Government Code section 53069.5 authorizes the police department to offer and pay rewards for information leading to the identification and apprehension of any person whose willful misconduct results in injury or death to any person.

Section 53069.5 does not require a conviction prior to the distribution of the award. However, since the reward program is discretionary, the police department added the additional requirement of a conviction before the award of $25,000 is distributed.

Financial Impact

For FY 2021-2022, this funding, if needed during the fiscal year, can be absorbed from the Oxnard Police Department’s General Fund Budget (101-2102).

For FY 2022-2023 and beyond, the Oxnard Police Department will include $25,000 for the Rewards Program in its annual budget request.

Reward Requirements Overview

To be eligible for the $25,000, an individual must provide investigators with information that leads to the identification, apprehension, and conviction of a suspect in a homicide case.

The money will be paid upon the conviction of the suspect. This process will be handled by the Investigative Services Bureau Commander.

OPD's Cold Case Website

All unsolved homicides in the City of Oxnard can be viewed through the Oxnard Police Department's Cold Case Website. The website includes:

- Master list of all unsolved cases dating back to the 1960s
- Information on some featured unsolved homicide cases
- Information on solved homicide cases

Link for Cold Case Website:

https://sites.google.com/oxnardpd.org/opdcoldcase/home

QUESTIONS

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: September 14, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Sale of Oxnard Community Development Commission Successor Agency-owned property to the Oxnard Housing Authority.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

1. That the Oxnard Community Development Commission Successor Agency (Successor Agency) adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions;
2. That the Housing Authority Board of Commissioners adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions;
3. That the City Council conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
4. That the City Council adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/OTI50FMFlC8

BACKGROUND

Over several years, the City of Oxnard's ("City") former redevelopment agency, the Community Development Commission ("CDC"), purchased multiple properties in downtown Oxnard for downtown revitalization purposes.

Due to various downtown redevelopment plans over the intervening years and the severe economic downturn in the late 2000s, redevelopment in downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012, prohibited the former CDC from entering into new contracts, obligations, or other commitments (the Dissolution Law). At the end of 2015, the state Department of Finance ("DOF") approved the Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency to the former CDC, listing fifty-one (51) properties for disposition.

Of the fifty-one (51) properties identified in the LRPMP, only seven (7) remain. All seven are vacant lots located in Downtown Oxnard.

DISCUSSION

On November 17, 2020, the Oxnard Community Development Commission authorized the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street (201-0-213-140) and APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130 for the purpose of constructing affordable housing. On December 17, 2020, with the DOF's approval, the Successor Agency entered into an Exclusive Negotiating Agreement ("ENA") (Attachment 5) with the Oxnard Housing Authority ("OHA") to negotiate the terms of a Purchase and Sale Agreement ("PSA") or Disposition and Development Agreement for four (4) of the seven (7) Successor Agency owned properties: APNs 201-0-213-130, 201-0-272-020, 201-0-272-030, and 201-0-213-140 (collectively the Properties).

The approval authorized the Successor Agency to negotiate with the OHA for the purchase of the four Successor Agency-owned parcels for the future development of affordable housing; however, it did not approve specific projects for the parcels.

Successor Agency staff immediately entered into negotiations with the OHA to determine the price and terms under which the OHA would acquire the Properties. Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (subject to the Parties going through the City's entitlement process), and ultimate approval of the agreements from the Ventura County Consolidated Oversight Board ("Oversight Board") and DOF. The City retains its approval authority of proposed development to ensure the projects further the City's vision for Downtown; staff has included these requirements as part of the PSA with the OHA.

<u>Successor Agency and OHA PSA</u>

The LRPMP provides data, background information, and pricing information for each of the seven remaining Successor Agency-owned parcels.

The following table lists the LRPMP value of the parcels contemplated in the PSA, as well as the proposed sale price from the Successor Agency to OHA:

APN	LRPMP Value	Proposed Purchase Price
201-0-213-130	$90,260	$90,260
201-0-213-140	$36,500	$36,500
201-0-272-020	$42,990	$42,990

201-0-272-030	$42,900	$42,900
	TOTAL PURCHASE PRICE	**$212,740**

Purchase and Sale Agreement and Grant Deed Terms

A summary of the terms of both the PSA and Grant Deed (Attachment 1) between the Successor Agency and the OHA is provided below:

PSA

1. Purchase price: $212,740
2. Escrow Opening Date: Upon Escrow Holder receiving a mutually executed copy of the PSA Agreement
3. Escrow Closing Date: On or prior to December 30, 2022. (Successor Agency has the option to terminate the agreement if the terms of the conditions of escrow are not satisfied by December 29, 2022).
4. Conditions of Escrow:
    a. The OHA has executed and delivered to the Escrow Holder the executed Grant Deed, attached as Exhibit A to the PSA;
    b. The OHA has deposited with the Escrow Holder all funds necessary for the Close of Escrow; and
    c. The OHA has approved a pro forma owner’s policy of title insurance for the Properties.
5. Closing Costs: The Successor Agency will pay all closing costs, including the following:
    a. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the seller's conveyance of the Properties;
    b. The base escrow fee, plus any additional requested or customary costs;
    c. The premium for the owner's policy of title insurance for the Properties; and
    d. Ad valorem taxes, if any, upon the Properties, and ad valorem taxes, if any, upon the PSA Agreement, or any rights thereunder.

Grant Deed

1. Use: All property being conveyed to the OHA must be developed as affordable housing;
2. Covenants Run with the Land: All covenants contained in the grant deed run with the land;
3. Term: All covenants contained in this Grant Deed shall remain in effect for 55 years;
4. Right of Reverter: The Successor Agency has the right, at its option, to re-enter and take possession of the property being conveyed to the OHA, and the OHA must forfeit its title to the property and all improvements if, after conveyance of title and prior to completion of construction of the affordable housing, the OHA does not comply with the following terms:
    a. Following City issuance of a building permit, abandons, substantially suspends, or fails to proceed with the construction of the affordable housing development for a period of three months, after written notice thereof from the Grantor; and
    b. Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of the Grant Deed;
5. Upon completion of construction of all required improvements on the Property, the Successor Agency’s Right of Reverter will terminate; and
6. All terms of the Grant Deed will be binding upon the OHA and any successors and assigns of the OHA.

33433 Report

Pursuant to California Health and Safety Code Section 33433, before any successor agency-owned property, acquired in whole or in part, directly or indirectly, with tax increment money is sold or leased for development pursuant to the redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing. 33433 requires staff to submit a summary report of the sale agreement (Attachment 6), which includes the (i) cost of sale to the successor agency; (ii) estimated value of interest conveyed as determined at highest and best uses permitted under redevelopment plan; (iii) estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value; and (iv) explanation of why sale will assist in the elimination of blight.

<u>Next Steps</u>

The approval of the sale of Successor Agency-owned property requires approval by the Successor Agency, Oversight Board, and the DOF. If the Successor Agency accepts the OHA's offer to purchase the subject properties, staff intends to seek the Oversight Board's approval in October. The DOF would then have approximately 100 days to review the request.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The sale price for the Properties totals $212,740. Per the redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities. The City's General Fund, as a taxing entity, would potentially receive approximately $42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County. This amount would be deposited into General Fund Residual Distribution to the City (account no. 101-1001-511.70-09).

The Successor Agency will be responsible for paying for all closing costs and related items listed in the staff report under item 5 of the PSA terms. This expenditure is budgeted in the Successor Agency's Fiscal Year 2021-22 Recognized Obligation Payment Schedule Line #101 (account no. 429-4640-862.82-09).

Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners prior to the required December 29, 2022 deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

Prepared by: Adam Smith, Project Manager, Elsa Brown, Affordable Housing Program Manager

ATTACHMENTS

1. Agreement No. A-8372 - Purchase & Sale Agreement
2. Successor Agency Resolution
3. Oxnard Housing Authority Resolution
4. City Resolution

5. Agreement No. A-8247 - Exclusive Negotiating Agreement - SA & OHA
6. 33433 Report - SA to OHA.docx
7. Presentation - Sale of Successor Agency-owned properties

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of October 5, 2021, is entered into by and between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the "**Seller**"), and the Oxnard Housing Authority, a public body, corporate and politic (the "**Purchaser**"). The Seller and the Purchaser are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. The Seller owns certain real property in the City of Oxnard, State of California, identified as Parcels I-2 through I-5 in the Seller's long-range property management plan, as amended, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the "**Property**").

B. The Purchaser proposes to acquire and develop the Property for an affordable housing use (the "**Project**") in furtherance of the goals and objectives of the redevelopment plan for the applicable Oxnard redevelopment project area, as adopted and amended by ordinances of the City Council of the City of Oxnard (the "**City**") and incorporated herein by this reference, and the Community Redevelopment Law of the State of California, set forth at California Health and Safety Code Section 33000, *et seq*.

C. The Purchaser has the experience and capability to plan, design, engineer, finance, market, and develop the Project on the Property.

D. The Parties entered into that certain Exclusive Negotiation Agreement, dated as of November 17, 2020, in order to engage in good faith exclusive negotiations for an agreement that would result in the sale of the Property to the Purchaser for the Project.

E. Such negotiations have resulted in this Agreement, which provides the terms and conditions for the Purchaser's purchase of the Property from the Seller for the Project.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Incorporation of Recitals

The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the Parties are bound thereby.

II. Purchase and Sale

The Seller shall sell the Property to the Purchaser, and the Purchaser shall purchase the Property from the Seller, on the terms and conditions stated in this Agreement.

III. Purchase Price

The purchase price for the Property (the "**Purchase Price**") shall be $212,740. The Purchaser shall deposit sufficient funds to cover the Purchase Price prior to the Close of Escrow. No deposit is required.

IV. Escrow and Title Company

This transaction shall be completed through an escrow established with First American Title Insurance Company, or other escrow holder (the "**Escrow Holder**") and title company (the "**Title Company**") agreed to by the Parties. Each Party shall promptly deposit all funds and documents as required by the Escrow Holder in order to complete this transaction. The Purchaser and the Seller shall each pay one-half of the escrow fee.

V. Opening of Escrow

The Escrow Holder is instructed to open an escrow (the "**Escrow**") after receiving a mutually-executed copy of this Agreement. The Escrow Holder is requested to prepare its customary instructions based upon this Agreement.

VI. Close of Escrow

The Escrow shall close (the "**Close of Escrow**") on or before December 30, 2022, subject to the conditions listed in Section VII below.

VII. Conditions to Close of Escrow

The following are conditions precedent to the Close of Escrow. The Seller, at its option, may terminate this Agreement if any of the conditions precedent set forth below are not satisfied by the Purchaser or waived in writing by the Seller by December 29, 2022.

1. The Purchaser has executed and delivered to the Escrow Holder its counterpart of the grant deed, in the form attached hereto as Exhibit A and incorporated herein by this reference (the "**Grant Deed**").

2. The Purchaser has deposited with the Escrow Holder all Purchaser funds necessary for the Close of Escrow.

3. The Purchaser has approved a *pro forma* owner's policy of title insurance for the Property. The Seller's decision to waive any requirement may be conditioned upon its satisfaction at a later date and/or upon the substitution of another condition. Possession of the Property shall be surrender to the Purchaser at Closing.

VIII. Closing Costs

The Seller shall pay all closing costs, including the following:

1. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;

2. The base escrow fee, plus any additional requested or customary costs;

3. The premium for the owner's policy of title insurance for the Property; and

4. *Ad valorem* taxes, if any, upon the Property, and *ad valorem* taxes, if any, upon this Agreement, or any rights thereunder.

IX. Public Agencies

The Seller and the Purchaser are each public agencies exempt from paying real property taxes or special assessments.

The Seller and the Purchaser each acknowledge and agree that the other Party is a public entity with a responsibility and, in many cases, a legal obligation, to conduct its business in a manner open and available to the public. Accordingly, any information provided by the other Party with respect to the Property, the Project, or the other Party may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

X. Financing

There is no financing contingency for the Purchaser.

XI. Title

The Seller shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property.

The Seller will furnish the Purchaser with a preliminary report of title for the Property (the "**Preliminary Report**") within seven days after the opening of Escrow. The Purchaser shall notify the Seller in writing within 30 days after receipt of the Preliminary Report of the Purchaser's disapproval of any exception therein. All other exceptions in the Report shall be

referred to as "**Approved Exceptions**". The Seller shall have 30 days after such notice to advise the Purchaser of any disapproved exceptions which will not be removed by the Seller prior to the Close of Escrow. If the Seller indicates that it will not cause to be removed any of the disapproved exceptions, then the Purchaser may elect to:

1. terminate this Agreement without liability on the part of either Party; or

2. consummate the purchase of the Property subject to such exceptions.

Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the Title Company.

XII. Nondiscrimination

The Purchaser, for itself, its successors and assigns, agrees that in regards to the development provided for in this Agreement, it will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification.

The Purchaser shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

XIII. Condition of Property

The Seller expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property including, without limitation, the physical and environmental condition of the Property.

The Purchaser acknowledges and agrees that the Property is to be conveyed to, and accepted by, the Purchaser in its present condition, "AS IS", and the Purchaser hereby assumes the risk of adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials. After taking title to the Property, the Purchaser shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Property.

Upon the Close of Escrow, the physical and environmental condition, possession or title of the Property is and shall be delivered from the Seller to the Purchaser in an "as-is" condition, with no warranty expressed or implied by the Seller, including without limitation, the presence of hazardous materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

The Purchaser hereby waives, releases and discharges forever the Seller and its representatives from all present and future losses and liabilities, present and future, arising out of or in any way connected with the Seller's or the Purchaser's use, maintenance, ownership or operation of the Property.

The Purchaser acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Purchaser hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described in this Section XIII.

It is the responsibility of the Purchaser, without cost to the Seller, to ensure that zoning of the Property and all applicable City land use requirements will be such as to permit development of the Property and construction of the Project and the use, operation and maintenance of such

Project in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle the Purchaser to any City permit or other City approval necessary for the development of the Property, or waive any applicable City requirements relating thereto. This Agreement does not (i) grant any land use entitlement to the Purchaser, (ii) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the development described herein, (iii) guarantee to the Purchaser or any other party any profits from the development of the Property or (iv) amend any City laws, codes or rules. This Agreement is not a development agreement as provided in California Government Code Section 65864 *et seq*. Without cost to the Seller, the Seller shall cooperate with the Purchaser in connection with the Purchaser's obtaining all necessary entitlements, permits and approvals for the construction of the Project.

XIV. No Brokers

The Purchaser represents and warrants to the Seller that no broker or finder has been engaged by the Purchaser in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. The Purchaser shall indemnify, save harmless and defend the Seller from any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by the Purchaser in connection with any of the transactions contemplated by this Agreement (including, without limitation, the sale of the Property to the Purchaser). The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

XV. No Further Encumbrances

During the period after the execution date of this Agreement and through the Closing, the Seller shall not further encumber or voluntarily lien the Property without first obtaining the Purchaser's written consent, which consent may be granted or withheld in the Purchaser's sole and absolute discretion.

XVI. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings are for purposes of convenience only and will not be construed to limit or extend the meaning of this Agreement.

XVII. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties.

XVIII. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

XIX. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns.

XX. Attorneys' Fees

If any legal action or other proceeding is brought involving a dispute between the Parties or arising out of the execution of this Agreement or the sale of the Property, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

XXI. Agreement to Perform Necessary Acts

In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered under this Agreement, each Party agrees to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing, all further acts, fees, and assurances reasonably necessary to consummate the transaction contemplated hereby.

XXII. Notices

Formal notices, demands, and communications between the Parties must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Seller:	Oxnard Community Development Commission Successor Agency Attn: Adam Smith, MPA, Project Manager City Manager's Office 300 West Third Street, Fourth Floor Oxnard, CA 93030 Telephone: (805) 385-3918
Purchaser:	Oxnard Housing Authority Attn: Elsa Brown, Affordable Housing Manager Affordable Housing and Rehabilitation Division 435 South D Street Oxnard, CA 93030 Telephone: (805) 385-7404

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this Section.

XXIII. Compliance with Law

The Purchaser shall carry out development and construction (as defined by applicable law) of the Project on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). The Purchaser hereby agrees that the Purchaser shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby agrees that the Purchaser shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser shall indemnify, protect, defend and hold harmless the Seller, the City and their

respective officers, employees, contractors and agents, with counsel reasonably acceptable to the Seller and the City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Project, including, without limitation, any and all public works (if any) (as defined by applicable law) results or arises in any way from any of the following: (i) the noncompliance by the Purchaser of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages), (ii) the implementation of Chapter 804, Statutes of 2003, (iii) the implementation of Sections 1726 and 1781 of the California Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law, (iv) failure by the Purchaser to provide any required disclosure representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law and/or (v) failure by the Purchaser to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby expressly acknowledges and agrees that neither the City nor the Seller has ever previously affirmatively represented to the Purchaser or its contractor(s) for the Project in writing or otherwise, that the work to be covered by the bid or contract is not a "public work," as defined in Section 1720 of the California Labor Code. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law) of the Project, including, without limitation, any public work (as defined by applicable law), if any, the Purchaser shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

XXIV. <u>Severability</u>

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

XXV. <u>Survival of Representations and Warranties</u>

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

XXVI. <u>Time of Essence</u>

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

XXVII. <u>Saturdays, Sundays, and Holidays</u>

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

XXVIII. <u>Waiver</u>

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

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

"SELLER"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic
By: ______________________________
Name: ______________________________
Its: ______________________________

APPROVED AS TO FORM:
By: ______________________________
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

"**PURCHASER**"
OXNARD HOUSING AUTHORITY,
a public body, corporate and politic
By: ______________________________
Name: ______________________________
Its: ______________________________

APPROVED AS TO FORM:
By: ______________________________
Stephen M. Fischer
Housing Authority General Counsel

Exhibit A

Form of Grant Deed

[behind this page]

RECORDING REQUESTED BY:

Oxnard Community Development
Commission Successor Agency
Attn: Adam Smith, MPA, Project Manager
City Manager's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

Oxnard Housing Authority
Attn: Elsa Brown, Affordable Housing Manager
Affordable Housing and Rehabilitation Division
435 South D Street
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s): 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic, herein called the "**Grantor**", hereby grants to the Oxnard Housing Authority, a public body, corporate and politic, herein called the "**Grantee**", the real property described in Attachment 1 attached hereto (the "**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record described therein and consistent with the obligations of the Grantee and the Grantor under the hereinafter defined PSA.

1. **Conveyance in Accordance with Purchase and Sale Agreement.** The Property is conveyed in accordance with and subject to that certain Purchase and Sale Agreement, dated as of October 5, 2021, and entered into by and between the Grantor (the "Seller" therein) and the

Grantee (the "Purchaser" therein) (the "**PSA**"), a copy of which is on file in the offices of the City Clerk of the City of Oxnard (the "**City**") as a public record and which is incorporated herein by this reference. "PSA" as used herein shall mean, refer to and include the PSA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the PSA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the PSA. All of the terms, covenants and conditions of this Grant Deed (this "**Grant Deed**") shall be binding upon the Grantee and the successors and assigns of the Grantee to the Property, or any portion thereof or any interest therein. Whenever the term "Grantee" is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

2. **Uses.** In accordance with the PSA and plans to be considered and approved by the City, the Grantee shall develop and construct on the Property an affordable housing use (the "**Project**") in furtherance of the goals and objectives of the redevelopment plan for the applicable Oxnard redevelopment project area, as adopted and amended by ordinances of the City Council of the City and incorporated herein by this reference, and the Community Redevelopment Law of the State of California, set forth at California Health and Safety Code Section 33000, *et seq*. The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any portion thereof or any interest therein, that upon the date of this Grant Deed and until the 55th anniversary thereof, the Grantee shall develop, maintain, use and devote the Property to the Project including, without limitation, complying with all applicable operational and maintenance covenants, covenants reserved for the benefit of the City and the public, this Grant Deed, and Project plans approved by the City. All uses conducted on the Property, including, without limitation, all activities undertaken by the Grantee pursuant to the PSA, shall conform to the PSA, plans approved by the City, and all applicable provisions of the Oxnard Municipal Code. The foregoing covenants shall run with the land.

3. **Restrictions on Liens and Encumbrances.** The Grantee shall not place or suffer to be placed on the Property any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the required improvements on the Property and any other expenditures necessary and appropriate to develop the Property pursuant to the PSA.

4. **Nondiscrimination.** The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or

occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

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

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

C. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

5. **Violations Do Not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted herein; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed *in lieu* of foreclosure, trustee's sale or otherwise.

6. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

7. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

The covenants contained in this Grant Deed shall remain in effect as follows:

A. The covenants pertaining to the Project as set forth in Section 2 above shall remain in effect until the date that is 55 years after the date of this Grant Deed.

B. The covenants pertaining to transfer requirements as set forth in Section 3 above shall remain in effect until the completion of construction of all required improvements on the Property.

C. The covenants against discrimination, as set forth in Section 4 above, shall remain in effect in perpetuity.

8. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties hereto concerning such changes to this Grant Deed.

9. **Right of Reverter.** The Grantor shall have the right, at its option, to re-enter and take possession of the Property conveyed by the Grantee to the Grantor, with all improvements thereon, and terminate and revest in the Grantor the estate theretofore conveyed to the Grantee, and the Grantee shall thereupon forfeit its title to the Property and all improvements thereon if, after conveyance of title and prior to completion of construction of all required improvements on the Property, the Grantee (or its successors in interest):

(a) Following City issuance of a building permit therefor, fails to proceed with the construction of such improvements for a period of three months, after written notice thereof from the Grantor.

(b) Abandons or substantially suspends construction of such improvements for a period of three months after written notice of such abandonment or suspension from the Grantor.

(c) Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of this Grant Deed.

Such right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed or trust or other security instrument permitted by this Grant Deed.

(ii) Any rights or interests provided in this Grant Deed for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Upon completion of construction of all required improvements on the Property, the Grantor's right to reenter, terminate and revest as to such portion of the Property shall terminate.

Upon the revesting in the Grantor of title to the Property as provided herein, the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the improvements, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Property herein. Upon such resale of the Property, the proceeds thereof shall be applied:

(I) First, to reimburse the Grantor for all reasonable and necessary costs and expenses incurred by the Grantor, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments or charges (as determined by the Grantor's assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or party thereof; and any amounts otherwise owing the Grantor by the Grantee and its successor or transferee.

(II) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the final purchase price paid to the Grantor by the Grantee for the Property; (2) the costs incurred for the development of the Property and for the improvements existing on the Property at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.

(III) Finally, any balance remaining after such reimbursements shall be retained by the Grantor as its property.

To the extent that the rights established herein involve a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit the right of reverter is created.

The right of reverter and other rights established herein are to be interpreted in light of the fact that such right is expressly authorized by applicable provisions of law and in light of the fact that

the Grantor is conveying the Property to the Grantee for development of the Project as set forth in the PSA and not for speculation.

10. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _______________, 202__.

"GRANTOR"

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

By: ________________________________
Name: ______________________________
Its: ________________________________
Dated: ______________________________

APPROVED AS TO FORM:

By: ________________________________
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

The Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

"GRANTEE"

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

By: ________________________________
Name: ______________________________
Its: ________________________________
Dated: ______________________________

APPROVED AS TO FORM:

By: ________________________________
Stephen M. Fischer
Housing Authority General Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ____________________)

On ___________________, before me, ___________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ____________________)

On ___________________, before me, ___________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

ATTACHMENT 1

LEGAL DESCRIPTION

[behind this page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated ______________________, 202__, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the OXNARD HOUSING AUTHORITY, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf of the Governing Board of the Oxnard Housing Authority pursuant to authority conferred by the Governing Board through Resolution No. ______________ adopted on October 5, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

Dated: ___________________

By: ________________________________
Name: ________________________________
Its: ________________________________

APPROVED AS TO FORM:

By: ___________________________________
Stephen M. Fischer
Housing Authority General Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ______________________)

On ____________________, before me, _____________________________, a Notary Public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _________________________________

RESOLUTION NO. 2021-____

A RESOLUTION OF THE GOVERNING BOARD OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, APPROVING, AND RECOMMENDING TO THE VENTURA COUNTY CONSOLIDATED OVERSIGHT BOARD APPROVAL OF: (1) ENTRY BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY INTO A PROPOSED PURCHASE AND SALE AGREEMENT WITH THE OXNARD HOUSING AUTHORITY; (2) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY; (3) THE REMITTANCE OF THE NET PURCHASE PRICE PROCEEDS RECEIVED BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AFTER CLOSE OF ESCROW TO THE VENTURA COUNTY AUDITOR-CONTROLLER FOR DISPOSITION TO TAXING ENTITIES; AND (4) RELATED ACTIONS

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the "Dissolution Act") was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "Redevelopment Law") and to the California Health and Safety Code ("H&S Code") including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

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

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (the "City") the role of Successor Agency to the Former CDC (the "Successor Agency"); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor Agency's disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (the "LRPMP") specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (the "DOF"). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471 and Senate Bill No. 107; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188; and

WHEREAS, the oversight board was established for the Successor Agency (the "Oversight Board") and all seven members thereof were appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181; and

WHEREAS, pursuant to H&S Code Section 34191.5(b), on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by the Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by the Oversight Board, that addressed the disposition of certain parcels of the Former CDC, as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency's use and disposition of all the properties listed in the LRPMP. The DOF's letter acknowledges the Successor Agency's submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, subdivision (j) of H&S Code Section 34179 created a single, countywide oversight board, effective July 1, 2018, for each county's successor agencies; and

WHEREAS, the Ventura County Consolidated Oversight Board (the "VCCOB") has been established in accordance with H&S Code Section 34179 to approve the actions of Ventura County's successor agencies, pursuant to H&S Code Section 34180, and to direct those successor agencies, pursuant to H&S Code Section 34181; and

WHEREAS, among the properties approved for disposition is the Successor Agency-owned real property identified as Parcels I-2 through I-5 in the LRPMP, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the "Property"); and

WHEREAS, the Successor Agency and the Oxnard Housing Authority (the "Housing Authority"), desire to enter into a Purchase and Sale Agreement (the "Agreement"), pursuant to which the Housing Authority shall develop and construct (or cause to be developed and constructed) on the Property an affordable housing use (the "Project"). The Agreement provides for the Successor Agency to sell and transfer the Property to the Housing Authority for a purchase price of $212,740 (the "Purchase Price"); and

WHEREAS, in order to expeditiously wind down the business and fiscal affairs of the Former CDC, the Successor Agency desires to sell and transfer to the Housing Authority fee title to the Property through a proposed grant deed (the "Grant Deed"); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and the Housing Authority represents that it possesses the qualifications necessary to develop and operate (or to cause the development and operation of) the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the Redevelopment Law; and

WHEREAS, pursuant to Sections 33431 and 33433 of the Redevelopment Law, the Successor Agency is authorized, with the consent of the City Council, to sell or lease for development pursuant to the applicable redevelopment plan property of the Successor Agency acquired in whole or in part, directly or indirectly, with tax increment moneys, such as the Property; and

WHEREAS, a copy of the Agreement and a summary of this transaction (which by this reference is incorporated herein as if set forth in full at this point) setting forth all of those matters required by the provisions of Sections 33431 and 33433 of the Redevelopment Law have been available for public inspection; and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law, and a combined public hearing has been held by this Governing Board, the City Council, and the Governing Board of the Housing Authority; and

WHEREAS, at said combined public hearing, the Successor Agency received and considered a staff report (the "Staff Report") (which by this reference is incorporated herein as if set forth in full at this point) and testimony, and the City Council authorized the Successor Agency to sell and transfer the Property to the Housing Authority for the Purchase Price; and

WHEREAS, the Successor Agency and the Housing Authority entered into an exclusive negotiation agreement dated as of November 17, 2020 regarding the proposed sale of the Property, and so long as such sale is completed by December 31, 2022, California Government Code Section 54234(a)(1) and Surplus Land Act Guidelines Section 103(b)(1) provide that the sale is not subject to the requirements of AB 1486 and must comply with the Surplus Land Act as it existed on December 31, 2019; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Sections 15061(b)(3) and 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Governing Board of the Oxnard Community Development Commission Successor Agency, DOES HEREBY RESOLVE as follows:

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

SECTION 2. The Governing Board has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement and pursuant to the LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency's proposed sale and transfer of the Property to the Housing Authority for the Project will assist in the elimination of blight or provide housing for low- or moderate-income persons.

SECTION 4. The Agreement is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law.

SECTION 5. The consideration from the Housing Authority for the Property is not less than the fair market value of the Property at its highest and best use.

SECTION 6. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Successor Agency's entry into the Agreement and the sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and pursuant to the authority of the LRPMP.

SECTION 7. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 8. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 9. The Governing Board hereby authorizes and directs, and recommends to the VCCOB that it authorize and direct, the Executive Director, or designee, to remit to the Ventura County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) the net purchase price proceeds that are received by the Successor Agency after the close of escrow for the Successor Agency's sale and transfer of the Property to the Housing Authority in accordance with the terms and conditions set forth in the Agreement, and in accordance with the LRPMP.

SECTION 10. The Governing Board hereby finds that so long as the sale of the Property is completed by December 31, 2022, it is not subject to the requirements of AB 1486 and must comply with the Surplus Land Act as it existed on December 31, 2019.

SECTION 11. The Governing Board hereby authorizes and directs, and recommends to the VCCOB that it authorize and direct, the Executive Director, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director of the Successor Agency or Successor Agency Special Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to remit the net purchase price proceeds for the Property received from the Housing Authority by the Successor Agency after the close of escrow to the Ventura County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B), (iii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee; and (iv) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Property from the Successor Agency to the Housing Authority.

SECTION 12. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Governing Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 13. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Governing Board of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 14. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this ______ day of ________________, 2021.

____
John C. Zaragoza, Chairperson

ATTEST:

____
Rose Chaparro, Secretary

APPROVED AS TO FORM:

____
Stephen M. Fischer, General Counsel

RESOLUTION NO. 2021-____

A RESOLUTION OF THE GOVERNING BOARD OF THE OXNARD HOUSING AUTHORITY, APPROVING: (1) ENTRY BY THE OXNARD HOUSING AUTHORITY INTO A PROPOSED PURCHASE AND SALE AGREEMENT WITH THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY; (2) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY AND THE OXNARD HOUSING AUTHORITY'S ACCEPTANCE THEREOF; AND (3) RELATED ACTIONS

WHEREAS, the Oxnard Community Development Commission Successor Agency (the "Successor Agency") and the Oxnard Housing Authority (the "Housing Authority"), desire to enter into a Purchase and Sale Agreement (the "Agreement"), pursuant to which the Housing Authority shall develop and construct (or cause to be developed and constructed) on certain real property assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the "Property") an affordable housing use (the "Project"). The Agreement provides for the Successor Agency to sell and transfer the Property to the Housing Authority for a purchase price of $212,740 (the "Purchase Price"); and

WHEREAS, the Successor Agency desires to sell and transfer to the Housing Authority fee title to the Property through a proposed grant deed (the "Grant Deed"); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and the Housing Authority represents that it possesses the qualifications necessary to develop and operate (or to cause the development and operation of) the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code); and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law, and a combined public hearing has been held by this Governing Board, the City Council of the City of Oxnard, and the Governing Board of the Successor Agency; and

WHEREAS, at said combined public hearing, the Housing Authority received and considered a staff report (the "Staff Report") (which by this reference is incorporated herein as if set forth in full at this point) and testimony; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by

Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Sections 15061(b)(3) and 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Governing Board of the Oxnard Housing Authority DOES HEREBY RESOLVE as follows:

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

SECTION 2. The Governing Board has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer to and acceptance by the Housing Authority of the Property for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Governing Board hereby approves the Housing Authority's entry into the Agreement and the sale and transfer to and acceptance by the Housing Authority of the Property for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement.

SECTION 4. The Governing Board hereby approves the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition to and acceptance by the Housing Authority of the Property.

SECTION 5. The Governing Board hereby approves the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition to and acceptance by the Housing Authority of the Property.

SECTION 6. The Governing Board hereby authorizes and directs the Executive Director, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Housing Authority, as approved by the Executive Director of the Housing Authority or Housing Authority General Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee; and (iii) to administer the Housing Authority's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer from the Successor Agency to and acceptance by the Housing Authority of the Property.

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

SECTION 8. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this ______ day of ________________, 2021.

____
John C. Zaragoza, Chairperson

ATTEST:

____
Rose Chaparro, Secretary

APPROVED AS TO FORM:

____
Stephen M. Fischer, General Counsel
General Counsel

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (1) MAKING FINDINGS AND TAKING ACTION PURSUANT TO THE PROVISIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 33431 AND 33433; (2) APPROVING: (A) THE SALE AND TRANSFER OF CERTAIN REAL PROPERTY FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY TO THE OXNARD HOUSING AUTHORITY; (B) ENTRY BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND THE OXNARD HOUSING AUTHORITY INTO A PROPOSED PURCHASE AND SALE AGREEMENT; AND (C) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY; AND (3) APPROVING RELATED ACTIONS

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

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

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (the “City”) the role of Successor Agency to the Former CDC (the “Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor Agency's disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (the "LRPMP") specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (the "DOF"). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471 and Senate Bill No. 107; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188; and

WHEREAS, the oversight board was established for the Successor Agency (the "Oversight Board") and all seven members thereof were appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181; and

WHEREAS, pursuant to H&S Code Section 34191.5(b), on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by the Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by the Oversight Board, that addressed the disposition of certain parcels of the Former CDC, as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency's use and disposition of all the properties listed in the LRPMP. The DOF's letter acknowledges the Successor Agency's submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, subdivision (j) of H&S Code Section 34179 created a single, countywide oversight board, effective July 1, 2018, for each county's successor agencies; and

WHEREAS, the Ventura County Consolidated Oversight Board has been established in accordance with H&S Code Section 34179 to approve the actions of Ventura County's successor agencies, pursuant to H&S Code Section 34180, and to direct those successor agencies, pursuant to H&S Code Section 34181; and

WHEREAS, among the properties approved for disposition is the Successor Agency-owned real property identified as Parcels I-2 through I-5 in the LRPMP, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the "Property"); and

WHEREAS, the Successor Agency and the Oxnard Housing Authority (the "Housing Authority"), desire to enter into a Purchase and Sale Agreement (the "Agreement"), pursuant to which the Housing Authority shall develop and construct (or cause to be developed and constructed) on the Property an affordable housing use (the "Project"). The Agreement provides for the Successor Agency to sell and transfer the Property to the Housing Authority for a purchase price of $212,740 (the "Purchase Price"); and

WHEREAS, in order to expeditiously wind down the business and fiscal affairs of the Former CDC, the Successor Agency desires to sell and transfer to the Housing Authority fee title to the Property through a proposed grant deed (the "Grant Deed"); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and the Housing Authority represents that it possesses the qualifications necessary to develop and operate (or to cause the development and operation of) the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the Redevelopment Law; and

WHEREAS, pursuant to Sections 33431 and 33433 of the Redevelopment Law, the Successor Agency is authorized, with the consent of the City Council, to sell or lease for development pursuant to the applicable redevelopment plan property of the Successor Agency acquired in whole or in part, directly or indirectly, with tax increment moneys, such as the Property; and

WHEREAS, a copy of the Agreement and a summary of this transaction (which by this reference is incorporated herein as if set forth in full at this point) setting forth all of those matters required by the provisions of Sections 33431 and 33433 of the Redevelopment Law have been available for public inspection; and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law; and

WHEREAS, at said public hearing, the City Council received and considered a staff report (the "Staff Report") (which by this reference is incorporated herein as if set forth in full at this point) and testimony; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Sections 15061(b)(3) and 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Oxnard, DOES HEREBY RESOLVE as follows:

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

SECTION 2. The City Council has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement and pursuant to the LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency's proposed sale and transfer of the Property to the Housing Authority for the Project will assist in the elimination of blight or provide housing for low- or moderate-income persons.

SECTION 4. The Agreement is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law.

SECTION 5. The consideration from the Housing Authority for the Property is not less than the fair market value of the Property at its highest and best use.

SECTION 6. The City Council hereby approves the Successor Agency's entry into the Agreement and the sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and pursuant to the authority of the LRPMP.

SECTION 7. The City Council hereby approves the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 8. The City Council hereby approves the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 9. The City Council hereby authorizes and directs the City Manager of the City, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the City, as approved by the City Manager of the City or City Special Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the City Manager, or designee; and (iii) to administer the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Property from the Successor Agency to the Housing Authority.

SECTION 10. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 11. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City Council of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 12. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this ______ day of ________________, 2021.

____

John C. Zaragoza, Mayor
City of Oxnard

ATTEST:

APPROVED AS TO FORM:

____

Rose Chaparro, City Clerk

____

Stephen Fischer, City Attorney

Agreement No. A-8247

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "**Agreement**") is made and entered into as of this 17th day of November, 2020, by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the "**Successor Agency**"), and the OXNARD HOUSING AUTHORITY, a public body, corporate and politic (the "**Housing Authority**"), collectively referred to as the "**Parties**", with reference to the following:

RECITALS

WHEREAS, the Parties desire to enter into negotiations concerning the development of certain land (the "**Site**") in furtherance of the goals and objectives of the redevelopment plan (the "**Redevelopment Plan**") for the applicable Oxnard redevelopment project area (the "**Project Area**"), as adopted and amended by ordinances of the City Council of the City of Oxnard and incorporated herein by this reference, and the Community Redevelopment Law of the State of California (the "**Community Redevelopment Law**", set forth at California Health and Safety Code Section 33000, *et seq.*); and

WHEREAS, the Housing Authority proposes to acquire and develop the Site for an affordable housing use to be mutually agreed upon by the Parties (the "**Proposed Project**"); and

WHEREAS, the Parties recognize and acknowledge the purpose of this Agreement is to seek to negotiate the terms of a Purchase and Sale Agreement (a "**PSA**") which will accomplish the objectives described in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

Section 2. SITE

The Site is located within the Project Area, in the City of Oxnard, State of California, identified as Parcels I-2 through I-5 in the Successor Agency's long-range property management plan, as amended, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively.

Section 3. PURPOSE OF AGREEMENT

COUNCIL APPROVED
11/17/2020 M4(2)
DATE

A. The purpose of this Agreement is to provide for the good faith negotiation by the Parties of a PSA, which shall take into consideration, among other items, each of the following:

(i) The disposition of the Site for redevelopment, in accordance with the Redevelopment Plan, for the development and construction of the Proposed Project.

(ii) The coordination of the planning, design, and construction of the development of the Proposed Project to revitalize the Project Area, to maximize its compatibility with the abutting and adjacent uses, and to minimize environmental, traffic, and other impacts on the abutting and adjacent uses.

(iii) The responsibility for development costs of the Proposed Project. Neither the Successor Agency, nor any of its officers, employees or agents have provided any direct or indirect information which in any way would indicate that the Proposed Project is or is not subject to the State of California's prevailing wage requirements.

(iv) Financial consideration to the Successor Agency for conveyance of fee title ownership of the Site to the Housing Authority for purposes of redevelopment pursuant to, and in accordance with, the Community Redevelopment Law.

(v) Such other provisions regarding the participation and responsibilities of the Parties deemed necessary or advisable by the Successor Agency to further the purpose of developing the Proposed Project, revitalizing the Project Area, and meeting all applicable legal requirements.

B. By entering into this Agreement, the Parties' goal is to provide a Proposed Project which implements the Redevelopment Plan and the City of Oxnard's General Plan, completes the objectives of reanimating the Project Area, and compliments the redevelopment activities already begun in the Project Area.

C. Notwithstanding any provisions of this Section 3 of the Agreement, the Housing Authority acknowledges and agrees that nothing in this Agreement shall obligate the Successor Agency to approve a PSA or the Proposed Project or shall otherwise expressly or impliedly obligate the Successor Agency to sell any property or interests therein. The Housing Authority further acknowledges and agrees that the approval of this Agreement and a PSA and the participation in any portion of the Proposed Project by the Successor Agency shall be in the sole and absolute discretion of the Successor Agency. The Housing Authority further acknowledges and agrees that this Agreement does not confer upon the Housing Authority the right to have a PSA, the Proposed Project, or any portion of the Proposed Project approved by the Successor Agency. The Parties in no way intend for this Agreement to impair the abilities of the Successor Agency to exercise its independent, discretionary judgment with regard to a PSA and any and all portions of the Proposed Project. The Parties acknowledge that this Agreement does not obligate the Housing Authority to develop the Proposed Project, but it does obligate the Housing Authority to negotiate diligently and in good faith to prepare a PSA to be entered into by the Parties for the Proposed Project, as set forth in Section 4 of this Agreement, which PSA would obligate the Housing Authority to develop the Proposed Project.

Section 4. EXCLUSIVE RIGHT TO NEGOTIATE

A. The Successor Agency hereby grants to the Housing Authority and the Housing Authority hereby accepts this Agreement for a period of 180 calendar days, commencing on the date that this Agreement is signed on behalf of the Successor Agency, and continuing in full force and effect until expiration or earlier termination of this Agreement (the "**Term**").

B. Subject to earlier termination of this Agreement, this Agreement shall remain in effect for the Term so long as the Housing Authority has not committed an uncured breach of this Agreement.

C. The Parties agree, so long as this Agreement is effective and for the period set forth in this Section 4, to negotiate diligently and in good faith to prepare a PSA to be entered into by the Parties with regard to the objectives described above and the purposes of this Agreement. During the Term, the Successor Agency agrees not to negotiate for the development of the Site, or any portion thereof, with any party other than the Housing Authority, or approve or conduct a public hearing for any other development of the Site, or any portion thereof.

D. Subject to the reasonable approval of the Successor Agency's Executive Director or designee, the Term may be extended one or more additional times for a period not to exceed an aggregate of 180 calendar days.

E. If the Housing Authority requests an extension of the Term of this Agreement beyond the terms described in Section 4(D) above, then any such extension shall be granted, if at all, in the Successor Agency's sole and absolute discretion.

F. If, upon the expiration of the Term of this Agreement, the Parties have not each approved and executed a PSA, then this Agreement shall automatically terminate, and the Housing Authority shall have no further rights regarding the subject matter of this Agreement or all or any part of the Site, and the Successor Agency shall be free to negotiate with any other persons or entities with regard to all or any part of the Site.

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

"SUCCESSOR AGENCY"

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

Dated: 11/17/2020

By: [signature]
Name: ALEXANDER NGUYEN
Its: CITY MANAGER

APPROVED AS TO FORM:

By: Todd C. Moore
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

"HOUSING AUTHORITY"

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

Dated: 11/18/2020

By: Carmen Ramirez
Name: Carmen Ramirez
Its: Mayor Pro Tem

APPROVED AS TO FORM:

By: [signature] 11/17/2020
Stephen M. Fischer
Housing Authority General Counsel

SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA HEALTH AND SAFETY CODE ON THE PURCHASE AND SALE AGREEMENT OF APNs 201-0-213-130, 201-0-272-020, 201-0-272-030, 201-0-213-140 BY AND BETWEEN THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND THE CITY OF OXNARD HOUSING AUTHORITY

I. INTRODUCTION

The California Health and Safety Code (Code), Section 33433, requires that if a successor of a former redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the successor must first secure approval of the proposed sale or lease agreement from its local legislative body after a public hearing. Section 33433 also requires a copy of the proposed sale or lease agreement and a summary report that describes and contains specific elements of the proposed transaction to be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the successor agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the successor agency, plus the expected interest on any loans or bonds to finance the agreement;

2. The estimated value of the interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan;

3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference; and

4. An explanation of why the sale of the properties will assist in the elimination of blight

This report outlines the salient parts of the Purchase and Sale Agreement (Agreement) to be entered into by and between the Oxnard Community Development Commission Successor Agency (Successor Agency) and the City of Oxnard Housing Authority (OHA) for the sale of the subject properties. This report is being prepared because property tax increment funds from the former Redevelopment Agency of the City of Oxnard, the Oxnard Community Development Commission (CDC), were used to acquire the parcels.

The following summary report is based upon information in the proposed Agreement and is organized into the following five sections:

1. **Summary of the proposed Agreement** – This section includes a description of the property, the proposed development, and the major responsibilities of the Successor Agency and the OHA.

2. **Cost of the Agreement to the Successor Agency** – This section outlines the cost of the Agreement to the Successor Agency for costs that have been funded with property tax increment funds. It presents the terms of the sale of the properties and sets forth the net cost of the Agreement to the Successor Agency.

3. **Estimated value of the interest to be conveyed** – This section summarizes the value of the properties to be sold to the OHA.

4. **The estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value** – This section contains a comparison of the purchase price and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.

5. **Elimination of blight** – Explanation of why the sale will assist in the elimination of blight.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. Description of the Property

The Properties

The Successor Agency owns certain real property in the City of Oxnard (City), identified as Parcels I-2 through I-5 in the Successor Agency's Long-Range Property Management Plan (LRPMP), as amended. Acquired by the CDC between 1986 and 1988 for downtown revitalization purposes, the real property is assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030 (collectively, the "Properties").

Upon the dissolution of Redevelopment in California, the properties were listed on the LRPMP and designated for disposition. All four properties are currently vacant lots.

APN	Property Size	LRPMP Value
201-0-213-130	4,513 sq ft	$90,260
201-0-213-140	1,825 sq ft	$36,500
201-0-272-020	4,299 sq ft	$42,990
201-0-272-030	4,299 sq ft	$42,990
	TOTAL:	**$212,740**

Project Description

The area in which the Properties are located is referred to as the Downtown area. In September 2019, the City adopted a new zoning district plan, referred to as the Downtown Code. This new zoning replaced the existing zoning designations with three new zones for all properties within the Downtown boundaries. These new zones are DT-C (Downtown Core), DT-G (Downtown General), and DT-E (Downtown Edge). According to the City's Downtown Code, each new zone will incorporate community benefits. These include public parking, public open space, affordable housing, and exceptional architecture.

The OHA proposes acquiring and developing the Properties for an affordable housing use (the "Project") to further the goals and objectives of the Redevelopment Implementation Plan for the redevelopment project area and the Downtown Code.

The OHA has the experience and capability to plan, design, engineer, finance, market, and develop the Project on the Properties.

The purchase price for the Properties shall be $212,740 (the "Purchase Price"), which is the collective value of the Properties as found on the LRPMP.

III. COST OF THE AGREEMENT TO THE SUCCESSOR AGENCY

The Successor Agency will be responsible for paying for all closing costs and related items such as:

- Any and all state, county, or city documentary stamps or transfer taxes pertaining to the conveyance of the Properties;
- The base escrow fee, plus any additional requested or customary costs;
- The premium for the owner's policy of title insurance for the Property; and
- Ad valorem taxes, if any, upon the Properties, and ad valorem taxes, if any, upon the Agreement, or any rights thereunder

Additionally, the Successor Agency bears the staffing costs associated with authoring this report, the Agreement, and other supporting documentation.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

Section 33433 requires an agency to identify the value of the interests being conveyed at the highest and best uses allowed by the Redevelopment Implementation Plan. The Redevelopment Implementation Plan states that a goal of the former agency was to increase, improve, and preserve the community's supply of affordable housing. The Project will satisfy that goal, secured by a grant deed within the Agreement that will require the OHA to develop and construct affordable housing on the Properties.

The Successor Agency estimates the value of the Properties to be the value as listed in the LRPMP and the Purchase Price as listed in the Agreement. The proposed sale price for the Properties is a collective $212,740.

V. THE ESTIMATED VALUE OF INTEREST CONVEYED AS DETERMINED AT USE AND WITH CONDITIONS REQUIRED BY SALE

Under the Agreement, the Successor Agency is conveying the Properties to the OHA for the Purchase Price.

It is concluded that the Successor Agency is receiving the Properties' fair market value due to the value as listed on the LRPMP, OHA's planned affordable housing development, one of the Properties' highest and best use being a residential development, the stated goals for affordable housing in the Redevelopment Implementation Plan and the new Downtown Code, and the need for more affordable housing units in the City.

VI. ELIMINATION OF BLIGHT

Blighted properties decrease surrounding property values, erode the health of local housing markets, pose safety hazards, and reduce local tax revenue. Currently, the Properties are a collection of vacant lots in Downtown Oxnard. The construction of affordable housing will seek to transform the Downtown area by attracting new residents to existing commercial areas.

Affordable housing activities provide for the improvement, preservation, and expansion of housing that is available, at affordable housing cost, to persons of low, very low, and moderate income.

Generally, the construction of affordable housing improves residents' health, raises property values, and unifies and makes communities safer.[1]

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[1] "Four Ways Removing Blighted and Vacant Properties Stabilizes Communities," *Ohio Housing Finance Agency*, October 10, 2018, https://ohiohome.org/news/blog/october-2018/removingblight.aspx.

Sale of Successor Agency-owned Property to the Oxnard Housing Authority

Community Services, Public Safety, Housing & Development Committee

September 14, 2021

Adam Smith, Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

1. That the Oxnard Community Development Commission Successor Agency (Successor Agency) adopt a Resolution entitled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

2. That the Housing Authority Board of Commissioners adopt a Resolution entitled "A Resolution of the Governing Board of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions;

3. That the City Council conduct a public hearing and consider the Summary Report prepared pursuant to California Government Code section 33433; and

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

4. That the City Council adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

BACKGROUND

- Over several years, the City of Oxnard's (City) former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes
- A state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012 ended all activities of redevelopment agencies throughout California, including the CDC
- As part of the wind down of the CDC, all remaining properties were listed on a master list, the Long Range Property Management Plan (LRPMP), managed by the CDC Successor Agency
- When the LRPMP was drafted, there were 51 properties listed - today, only 7 remain:

REMAINING SUCCESSOR AGENCY PARCELS

Location of 7 remaining Successor Agency Parcels

- On December 17, 2020, the Successor Agency entered into an Exclusive Negotiating Agreement (ENA) with the Oxnard Housing Authority (OHA) to negotiate the terms of a purchase and sale agreement for four (4) properties (the Properties)
- Successor Agency staff immediately entered into negotiations with the OHA to determine the price and terms under which the OHA would acquire the Properties
- Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (affordable housing), and ultimate approval of the agreements from the Ventura County Consolidated Oversight Board (Oversight Board) and CA State Department of Finance (DOF)

ENA - SUCCESSOR AGENCY PARCELS

ENA Between Successor Agency and Oxnard Housing Authority (OHA) for 4 SA Properties

The following table lists the LRPMP value of the parcels contemplated in the PSA, as well as the proposed sale price from the Successor Agency to OHA:

APN (lot number from slide 8)	LRPMP Value	Proposed Purchase Price
201-0-213-130 (3)	$90,260	$90,260
201-0-272-020 (6)	$42,990	$42,990
201-0-272-030 (7)	$42,990	$42,990
201-0-213-140 (2)	$36,500	$36,500
	TOTAL PURCHASE PRICE	**$212,740**

- Purchase price for the Properties: $212,740
- Escrow closing date: December 29, 2022
- Grant deed with stated use: Properties must be developed as affordable housing
- Term: All covenants contained in the Grant Deed remain in effect for 55 years
- Right of Reverter: OHA must forfeit its title to the Properties and all improvements if:
  - OHA abandons, substantially suspends, or fails to proceed with the construction of the affordable housing development for a period of three months after receiving building permit; or
  - Transfers or suffers any involuntary transfer of the Properties, or any part thereof, in violation of the Grant Deed

33433 REPORT

- Pursuant to California Health and Safety Code Section 33433, before any successor agency-owned property is sold or leased for development pursuant to the area redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing

- A 33433 report needs to include:
  - Cost of sale to the successor agency;
  - Estimated value of interest conveyed as determined at highest and best uses permitted under redevelopment plan;
  - Estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value; and
  - Explanation of why sale will assist in the elimination of blight

NEXT STEPS

- After this item is presented to the City Council, Successor Agenda, and OHA on October 5, staff will bring the PSA and accompanying documentation before the Oversight Board for approval on October 27, 2021

- Once the Oversight Board approves, staff will forward documentation to the DOF, who have up to 100 days to approve

- Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners before the December 29, 2022 escrow deadline to satisfy all escrow conditions

- At that time, staff will request authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties

FINANCIAL IMPACT

- Sale price of the Properties: $212,740
- Per redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities
- The City's General Fund, as a taxing entity, would potentially receive approximately $42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County
- Successor Agency will be responsible for paying for all closing costs and related items

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

1. That the Oxnard Community Development Commission Successor Agency (Successor Agency) adopt a Resolution entitled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

2. That the Housing Authority Board of Commissioners adopt a Resolution entitled "A Resolution of the Governing Board of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions;

3. That the City Council conduct a public hearing and consider the Summary Report prepared pursuant to California Government Code section 33433; and

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommends:

4. That the City Council adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

THE END

COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: September 14, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) for Downtown Security Services.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute a four (4) - year agreement (contract number A-8370) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount not to exceed $1,260,000.00.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/bLNmATv2Rgg

BACKGROUND

The City has maintained trade services agreements with private patrol operators to provide uniformed security guard services in the Central Business District ("CBD") since 2005. These services have been an effective supplement to the Police Department's presence in the downtown area, helping address quality of life issues and deterring crime.

For purposes of this agreement, the CBD is generally defined as the area in Downtown Oxnard that is bordered by Wooley Road to the south, Second Street to the north, the west alley of "C" Street to the west, and the east alley of Meta Street to the east.

Private patrol operators are expected to have an increased level of interaction with downtown businesses and visitors, and to be actively engaged in promoting a "safe, clean, and thriving downtown." Some of the main expectations of the CBD security "ambassadors" include the following:

- Observe and report illegal, hazardous, or suspicious activities to law enforcement.
- Provide information as directed to employees, the public, and visitors to the CBD.
- Serve as a helpful person to visitors, travelers, business owners, and employees within the CBD.
- Assist the Fire Department, Police Department, and emergency medical services, as necessary.

During the fall of 2016, staff from the Oxnard Public Library ("Library") requested security guard coverage. This included a security guard presence during the Library's operating hours, and to "help maintain an atmosphere conducive to library study while protecting library users, staff, materials, furniture, equipment and premises." The existing contract was amended, and was approved by the City Council on January 24, 2017 (Item I.3.A).

In February of 2017, the City Treasurer requested an armed security guard presence at the Oxnard Service Center ("Service Center") during its hours of operations. Among a number of City offices, the Service Center also houses the City Treasurer's Office and the Licensing Office. These offices provide services to the public, including the receipt of payments for matters related to utility billing, business licensing, and other services that involve cash handling.

Overall, the current schedule for CBD security guard services provides 136 security guard-hours per week, including forty (40) hours for a security supervisor. The Library accounts for an additional sixty (60) security guard-hours per week, who remain onsite. Coverage at the Service Center will require an additional fifty-two (52) armed security guard-hours per week.

An RFP was distributed in June of 2021. Per section 6 of the City's Purchasing Manual, the process to select the vendor through an RFP may be used as a basis for entering into a contract when the price will not necessarily be the predominant award criteria. Ten (10) proposals were received, and following a rating process, PSC was selected. The rating panel consisted of a Police Commander, a Senior Police Officer, and managers from both the Library and the Service Center. PSC's quote of $284,000 per year was the lowest quote of the ten (10) proposals. In addition to cost, the panel considered the vendor proposals, qualifications, experience with similar contracts, past performance, evidence of good organizational and management practices, ability to reliably provide security personnel, and the quality of presentation. Vendors were also required to propose a security plan that was specific to the CBD's needs, including the ability to provide these services within the available budget. PSC was selected based on the above criteria, as the rating panel believed it provides the services that best suit the current needs of the CBD and civic center.

The Oxnard Downtown Improvement District ("ODID") is a financial contributor to CBD security services, and will be billed directly by PSC.

Once operational, the selected security services provider will act as a partner with the Police Department personnel that are assigned to work in the CBD, and their day-to-day activities will be coordinated to complement police operations.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The $1,260,000.00 value of the agreement with Professional Security Consultants is approximately $284,000.00 annually. The City's annual portion of the agreement is approximately $209,000 ($176K-Police Dept, $33K-Dept. of Billing & Licensing). The City's Fiscal Year 2021-22 cost of nine months (term beginning 10/1) is sufficiently budgeted in the General Fund Police Department (101-2101-802-8487) and the Department of Billing and Licensing (725-1211-852-8209). The ODID will be billed the remainder of $75,000 annually. Future years funding will be included in the recommended budget for each fiscal year.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. 20210811 A-8370 CBD Security Agreement (1)
2. Security Services for Oxnard's Central Business District

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: October 1, 2021

(2) Vendor: Professional Security Consultants

(3) Services: Provide private security services in the area commonly known as the "Oxnard Central Business District," the Oxnard Public Library (OPL), and the Oxnard Service Center, as described in Exhibit 1

(4) Schedule of Services: Vendor shall provide the Services during the term of this Agreement, as set forth in the Scope of Services

(5) Agreement Ending Date: September 30, 2025

(6) Total Agreement Amount: Not to Exceed $1,260,000.00 ($315,000 x 4 years)

(7) City's Project Manager: Commander Christopher Williams

(8) Vendor's Project Manager: Shaul Maouda

(9) Insurance Coverage: INS-A

(10) What wages are required for this Project?

X Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Professional Security Consultants	City of Oxnard
11454 San Vicente Blvd.	251 South "C" Street
Los Angeles, CA 90049 Attn: Shaul Maouda,	Oxnard, CA 93030 Attn: Christopher Williams,
(12) Contact Emails: smaouda@pscsite.com	Christopher.williams@oxnardpd.org
VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER*

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

X Scope of Services Exhibit	**X** Living Wage Policy Exhibit
X Rates and Costs Exhibit	☐ Prevailing Wages Exhibit
☐ Schedule of Services Exhibit	**X** Insurance Exhibit (INS-A)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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 appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. <u>Confidentiality of Information</u>.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD		**VENDOR**	
X John C. Zaragoza, Mayor[1] ☐ Alexander Nguyen, City Manager ☐ Daniel Willhite, Purchasing Manager ☐ Patricia Garcia, Buyer	Date	Shaul Maouda, Senior Vice President	Date
		Uri Gal, Secretary	Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

Vendor shall provide security services to the following area:

1. The Property Based Improvement District (PBID) also known as the Central Business District or CBD is managed by the Oxnard Downtown Management District (ODMD). This is an approximately thirty-five square block area in Downtown Oxnard bounded by the north side of Wooley Road to the south, Second Street to the north, the alley west of "C" Street to the west, and the east alley of Meta Street to the east. Security services will focus in and around the multi-level parking structure (Parking Structure) located on the southeast corner of Third Street and "B" Street, "Centennial Plaza," a Cineplex, restaurant, and shopping complex located at the corner of Fifth Street and "B" Street, and City facilities and building located in the CBD.

   A suggested schedule for uniformed patrol persons within the CBD are as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Supervisor	1500-2300	Off	Off	0700-1500	1500-2300	0700-1500	0700-1500	40
Officer	1830-0230	1500-2300	1500-2300	Off	Off	Off	0900-1700	32
Officer	0700-1500	Off	0700-1500	1500-2300	Off	Off	1700-2300	32
Officer	Off	0700-1500	Off	Off	0700-1500	1500-2300	1700-2300	32

2. The Oxnard Main Library (OPL) located at 251 S. "A" Street is owned and operated by the City of Oxnard. The OPL is a 72,000 square foot building which has two main public doors at both the "A" Street side and Parking Lot/Civic Center side, a staff entrance, and a loading dock. It includes administrative workspace, public indoor and outdoor patio space, public restrooms, public meeting space, and a gift shop. Its proximity to the City's Civic Center, Transportation Center (approximately two blocks), Plaza Park (three blocks), the Winter Warming Shelter (eight blocks), and Heritage Square (four blocks) situate the OPL in a high traffic area. The OPL is open to the public Monday through Thursday 9:00AM to 8:00 PM, Saturday from 9:00 AM to 5:30 PM, and Sundays from 1:00 PM to 5:00 PM. Each year the OPL serves approximately one quarter of a million patrons.

   The schedule for unarmed uniformed patrol persons at the OPL is driven by available funding, security demands, and hours of operation. The schedule is subject to change and will be agreed upon by the City and Vendor. A suggested schedule for uniformed Patrol persons at the OPL are as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Officer	0845-1730	1245-1700	1300-1745	1300-1745	1300-1745	1300-1745	Closed	33

3. The Oxnard Service Center located at 214 S. "C" Street, and is also owned and operated by the City of Oxnard. The Service Center has two main public doors at both the "C" Street side and the Parking Lot/Civic Center side, and three staff entrances, two of which are located on the east side of the building and the other on the northwest corner. There are two employee break rooms located on the southwest and northwest corners of the

building. There is an employee patio area with external gate on the northwest corner. There are public restrooms in the lobby and employee restrooms in the north and south wings. There are three conference rooms located off of the lobby. There is a Development Services counter on the south side of the lobby which provides service to Oxnard residents in the area of planning, building, development, engineering, public improvement inspections, traffic engineering, and transportation planning.

The north side of the lobby is occupied by the City Treasurer's Department and Animal Safety Unit providing service to the residents and business community, including conducting City-related payments for utility billing, business licensing, animal safety and cash handling services. The payment windows are equipped with glass partitions above a solid surface counter. There is a payment drop box located in the center of the lobby. All employee entrances are accessed by use of City issued card key. The lobby has a high volume of foot traffic each business day Monday through Thursday 8:00 AM to 6:00 PM and every other Friday 9:00 AM to 5:00 PM. Offices are closed all designated city holidays; however, certain employees may be staffed inside during off hours.

The schedule for **armed** uniformed patrol persons at the Oxnard Service Center is driven by available funding, security demands, and hours of operation. This schedule is subject to change and will be agreed upon by the City and Vendor. The total hours per week will be approximately 52. The vendor will be expected to provide continuous coverage throughout the day (i.e., an on-duty break and lunch period). The proposed schedule for uniformed patrol persons at the Oxnard Public Library is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday*	Total Hours
Officer	Closed	Closed	0745-1830	0745-1830	0745-1830	0745-1830	0845-1730*	51.75

*Service Center is closed every other Friday; no patrol is necessary on closed Fridays

PRIVATE SECURITY OFFICER AND AMBASSADOR RESPONSIBILITIES:

The assigned private security patrol persons will:

a. Patrol assigned areas as required.
b. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately.
c. Provide information as directed to employees, the public, and visitors of the Central Business District.
d. Deter loss, damage, or misuse of the property.
e. Monitor activity occurring within CBD. Investigate any suspicious activity and notify law enforcement when appropriate.
f. Assist fire department, medical services, and police agencies as necessary.
g. Maintain and update the security procedures manual, commonly known as “Post Orders.”
h. Maintain a professional appearance at all times.
i. Provide a daily log noting exceptional events and observations.
j. Operate the closed circuit television system and maintain its records as required by the City’s records retention policies.
k. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing on City property.

In addition to the Patrol Person Responsibilities listed above, the following responsibilities apply to those patrol persons assigned to the OPL:

a. The patrol person receives general supervision from the Library Manager. The patrol person should circulate throughout the public areas of the Library to maintain an orderly atmosphere conducive to library study and enjoyment while protecting library users, staff, materials, furniture, equipment, and premises, and performs related duties as required.

b. Enforce the Oxnard Public Library Code of Conduct.
c. Perform duties and responsibilities pertaining to those of the Library Proctors.
d. Deal effectively and properly with disruptions in a respectful and tactful manner; proactively prevent disruptions.
e. Protect life and property of library staff and patrons.
f. Continuously patrol the library with a focus on the major problem areas.
g. Periodically patrol the outside areas of the library with a focus on the parking lot.
h. Expel unruly persons and detain more serious offenders for law enforcement.
i. Check restrooms and areas not open to the public.
j. Assist at closing times to ensure that all users leave the premise
k. Upon request, ensure staff safely reach their vehicles.
l. Perform other duties as required to maintain effective and efficient security.

In addition to the Patrol Person Responsibilities listed above, the following responsibilities apply to those patrol person(s) assigned to the Oxnard Service Center:

a. The patrol person receives general supervision from the Service Center Manager and staff.
b. Provide a high visibility representative of the Service Center for patrons and visitors.
c. Offer customer service to those who ask for it, and those who may look as if they need assistance.
d. Identify those persons who may be suspicious and alert staff and/or authorities as necessary.
e. Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals.
f. Report violations of the law to police.

VENDOR RESPONSIBILITIES

a. Vendor will provide adequate supervision for all patrol persons.
b. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
c. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
d. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
e. Each security officer and supervisor assigned to this project must be able to speak, read, and write in English.
f. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
g. At least one patrol person on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons.
h. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on City property.
i. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence. The written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the downtown and central business district.
j. ODMD and City reserve the right to reject Vendor employees with or without cause.

REPORTS OF VIOLATIONS OF LAWS

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

REGULATIONS

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

1. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
2. No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of a local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown) or a similar color or hue.
3. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads “Private Security” and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words “Private Security”. Across the back to the outermost garment will be permanently marked “District Safety” in a high-contrast color in standard sans-serif characters no smaller than two inches in height.
4. The Chief of Police or designee may authorize a special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g. commercial building lobby and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

Vehicles

1. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
2. The private patrol operator license number, prefaced with the letters “PPO”, will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
3. Any vehicle used for private patrol must be marked permanently with the words “Private Security” or “Security Patrol” on the rear and both sides of the vehicle.
4. Any required vehicle lettering pursuant to this section shall:
    a) Consist of a standard sans-serif font with characters no smaller than two inches in height.
    b) The lettering must be in a high contract color with the background color where affixed.
5. Vehicles owned by the City and used by the private patrol operator are exempt from this section.

RATES AND COSTS EXHIBIT

RATES:

CITY SECURITY GUARD SERVICES	Cost Per Hour
Security Officer (Unarmed)	$23.81
Security Officer (Armed)	$24.31
Supervisor	$28.19
Holiday Weekend Guard Services, per Patrol Unit	$35.72

FEE SCHEDULE:

Description	Weekly Hours	Billing Rate	Weekly Cost	Annual Cost
Officer (CBD)	96	$23.81	$2,285.76	$118,859.52
Officer (OPL)	33	$23.81	$785.73	$40,857.96
Armed Officer (Service Center)	52	$24.31	$1,264.12	$65,734.24
Supervisor	40	$28.19	$1,127.60	$58,635.20
Total	221		$5,463.21	**Not to Exceed $315,000 per year**

Work outside of scope of work hours will be billed at 1.5 times the usual billing rate. Holiday rate will be billed at 1.5 times the usual billing rate.

Note: Cost does not include state use/sales tax. PSC will bill additonally, based on the state's current use/sales tax percentage. Wage increases will be reviewed on a case-by-case basis, and any increase as a result of a minimum wage increase will cause additonal reduction of hours, unless there is a corresponding increase in funding.

Federal Holiday:
PSC recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Officers that work on these holidays will receive pay equal to 1.5 times their regular rate for each hour performed. Therefore, PSC charges 1.5 times the usual billing rate for officers working during these six (6) Federal holidays.

Additional Security Coverage:
PSC charges time and a half the usual rate for officers working during additional hours for emergency coverage and special events, if client management is unable to provide at least 72 hours advance notice of a required increase in manpower deployement.

Also Included in the Price:
Corporate supervision inspections
Training
CPR/First Aid Training and Certification
Uniforms
Case Mobile Tour System
Incident Tracking System
Background checks and drug testing

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services

INSURANCE EXHIBIT
INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies, at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. ________________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD Attn: Insurance Compliance Reference No.______ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❑ Deductible ❑ Self-Insured Retention (check which) of $ __ with an Aggregate of $________ applies to ____________ coverage. ❑ Per Occurrence ❑ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❑ COMMERCIAL GENERAL LIABILITY ❑ Claims Made
❑ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ____________
❑ OWNERS & CONTRACTORS PROTECTIVE ❑ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
❑ GENERAL		
❑ PRODUCTS/COMPLETED OPERATIONS		
❑ PERSONAL & ADVERTISING INJURY		
❑ FIRE DAMAGE		
❑ ____________		
❑ ____________		

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

Name: ____________
Address: ____________
____
Telephone: ( ) ____________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; 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 offices, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.______
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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: ____________

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of $ ________ with an Aggregate of $ ________ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) **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 offices, 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: Insurance Compliance** **Reference No.______** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**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 ________

Security Services for Oxnard's Central Business District

Jason Benites, Chief
Eric S. Sonstegard, Assistant Police Chief
Christopher Williams, Commander

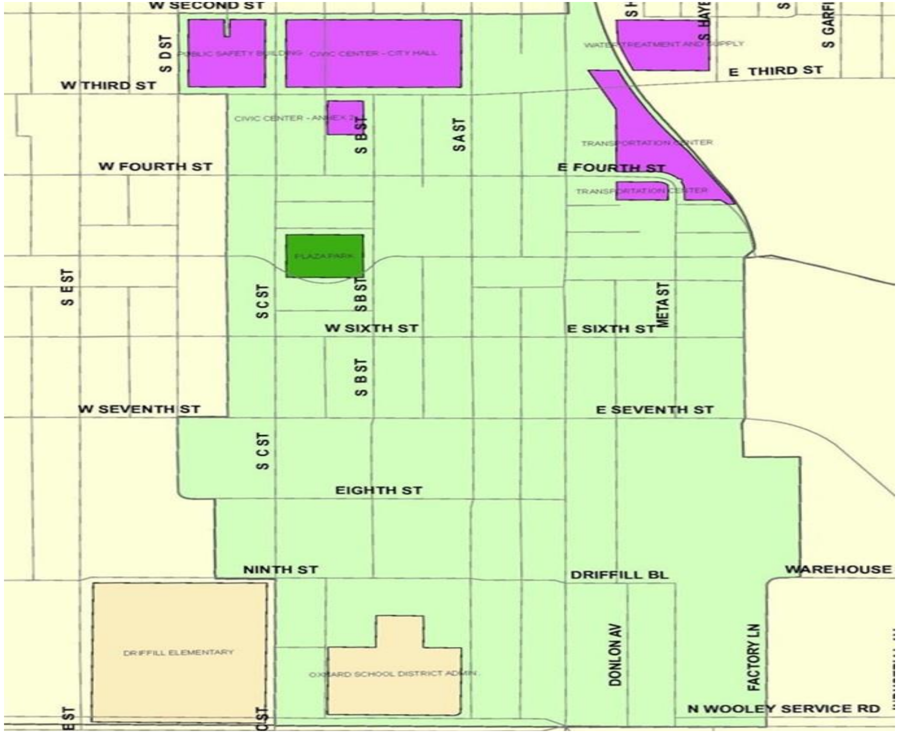
Presentation Objectives

1) Provide a brief overview of security services in the Central Business District (CBD), including:

- Services at City facilities
- Vendor selection process

2) Recommend that the Committee/City Council approve and authorize the Mayor to execute a four (4) year agreement for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants (“PSC”) in the amount not to exceed $1,260,000.00

Central Business District



Background

- Work closely with Police personnel to address issues related to homelessness and vagrancy
- Engaged in promoting safe, clean and thriving downtown

City Council Strategic Priority:

Economic Development

2.d. “Public safety will collaborate with the business community to promote an environment that supports economic development.”

Security Services– CBD

- Services provided within the CBD include the following:
    - Observe/report illegal, suspicious, or hazardous situations to PD
    - Act as ambassadors, providing information as needed to the public, City employees, and those who visit the CBD
    - Assist OFD, EMS, and PD as necessary
    - Work closely with, and maintain direct contact with the Police Department’s CBD Officers.

Oxnard Public Library

- In January 2017, security services were added to the Oxnard Public Library ("OPL"). This included:
    - Work with, and in absence of library proctors, enforce Library Code of Conduct
    - Maintain orderly atmosphere conducive to library study
    - Protect library users, staff, materials, furniture, equipment and premises

Oxnard Service Center

- Service Center houses Department of Billing and Licensing, Code Compliance and Traffic Engineering
- Public Services include receipt of payments related to utility billing, business licensing, and other services involving cash handling

Vendor Selection Process

- A Request for Proposal was distributed in June of 2021. Ten (10) proposals were received.

- Rating panel consisted of representatives from the Police Department, Oxnard Public Library, and the Business Center

- Professional Security Consultants (PSC) was selected

Financial Impact

- The $1,136,348.00 value of the four (4) year agreement is $284,000.00 annually (not to exceed $1,260,000.00)

- Police Department is paying: $176,220.00
- Service Center is paying: $32,867.00
- ODID is paying: $75,000.00

- This is sufficiently budgeted amongst the Departments

QUESTIONS?

CITY OF OXNARD CALIFORNIA

HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: September 14, 2021

TO: Housing and Economic Development Committee

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: A Review of Rent Control and Tenant Protection Strategies (0/15/30)

RECOMMENDATION

That the Housing and Economic Development Committee conduct a study session on Rent Control and Tenant Protection Strategies.

Please click the following link to view the required Measure M pre-recorded presentation videos: https://youtu.be/ahhQSt1FSZ4 and https://youtu.be/tecvgLGQ9Gk

BACKGROUND

EXECUTIVE SUMMARY:

Oxnard residents have expressed serious concern over significant rent increases in recent years, and have demanded “rent control”. Rent Control already exists statewide per 2020’s Assembly Bill 1482 Tenant Protection Act (discussed below). The first problem with it is that people are not aware of it. Second, there is no clear, easy way to enforce it.

Staff believes there is value in seeking to enforce the Tenant Protection Act because it offers opportunities to address substandard housing, wrongful evictions, and illegal rent increases. However, an additional rent control policy will most likely be ineffective to close the affordability gap, which is the primary problem with housing costs for many of Oxnard’s residents. Rent control slows the rate of rent increases but it will not decrease the cost of housing.

This report discusses the various causes that have led to the reality that the average resident cannot afford the cost of housing. Essentially, wages and income have remained relatively stagnant in Oxnard while housing prices, including rent, have increased exponentially. This has led to a variety of social ills including substandard housing, overcrowding, unaffordable rents and, in some cases, homelessness. Landlords who illegally increase rents exacerbate the problem.

The report also discusses the history of rent control and its effectiveness to cure some of these social ills. Staff also reviews the current state of legislation in California, including the Costa Hawkins Act and the Ellis Act, which significantly preempt new rent control policy beyond the existing Tenant Protection Act enacted by the State of California in 2020.

Additionally, staff recommends companion efforts seeking to close the gap between wages and housing costs including the development of new affordable housing and training of our workforce so our community can become more employable and competitive in the labor market.

BACKGROUND:

In early September 2020 the Central Coast Alliance United for A Sustainable Economy (CAUSE), presented a need for rent control in Oxnard during public comment at a City Council meeting. Several community residents expressed concerns about rising rents and asked for local rent control.

CAUSE organized and hosted two community meetings and listening sessions (April 2021 and May 2021) offering the community a forum to express their opinions on rent control. CAUSE summarized the major areas of concerns as:

1. Affordability where the initial rent was too high and yearly increases are unaffordable (wages cannot keep up with the large annual rent increases).
2. Unsafe/unhealthy housing and harassment from landlords.
3. Difficulties when trying to find housing (financial, discrimination).
4. Tenants don't know where to send their complaints or what their rights are. They would like to make the complaints anonymously.
5. Strong focus on rent control as immediate relief from the housing crisis.

City staff participated as a listener on the two community meetings. A significant portion of the comments and concerns expressed by the tenants indicate **activity that is already illegal based on AB 1482 and the need is enforcement.** Some of those concerns included overcrowding, rent gouging, rent increases, illegal evictions and substandard housing conditions.

Following these community discussions CAUSE continues to advocate for rent control in Oxnard with an online petition at https://actionnetwork.org/letters/rent-control-for-oxnard?source=direct_link&.

CAUSE has also produced a PowerPoint and video for review in coordination with this item. The video presentation is attached.

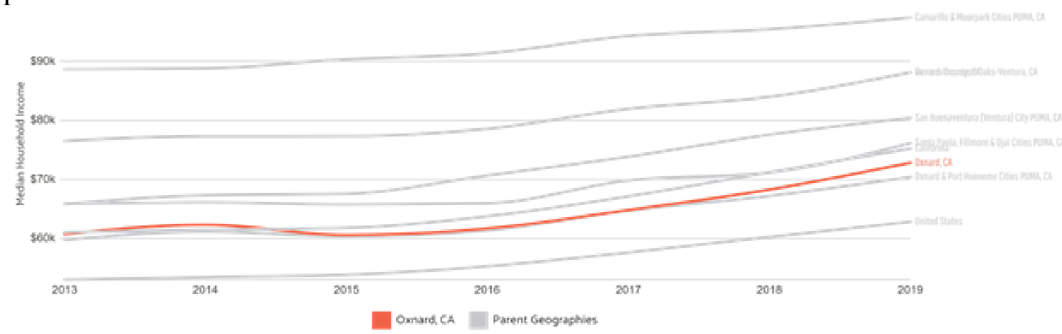
DESCRIBING THE PROBLEM:

The housing affordability gap in the City of Oxnard is significant where residents earning the median income cannot afford the prevailing rents or to acquire a home at the median home price. Such a condition leads to overcrowding, substandard living conditions, and, some cases, homelessness. The contributing factors to the housing affordability gap include:

1. Income
2. Housing Prices
3. Total Housing Units Available
4. Owner vs Rental Rates
5. Age of Units
6. Vacancy Rate

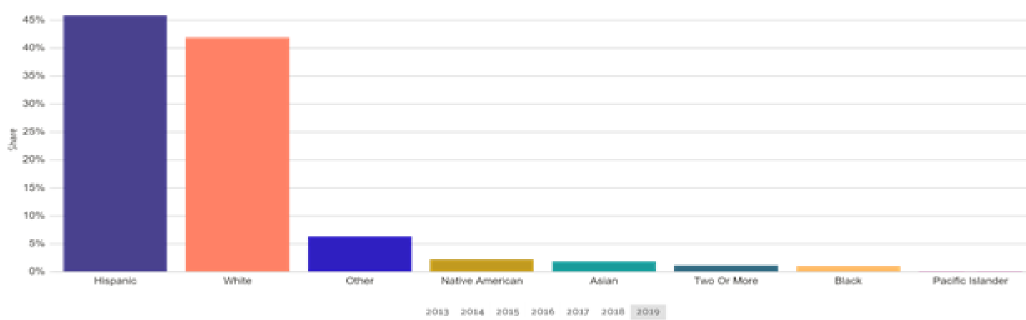
Income:

Oxnard has 98,652 workers living within its borders who work across thirteen major industrial sectors. Households in Oxnard have a median annual income of $72,843, which is below both the State median income of $80,440 and the Ventura County median income of $92,236. In some cases, the median income in Oxnard is substantially lower than its neighboring cities such as $109,378 in Thousand Oaks as shown in the graph presented below.



Source: https://datausa.io/profile/geo/oxnard-ca

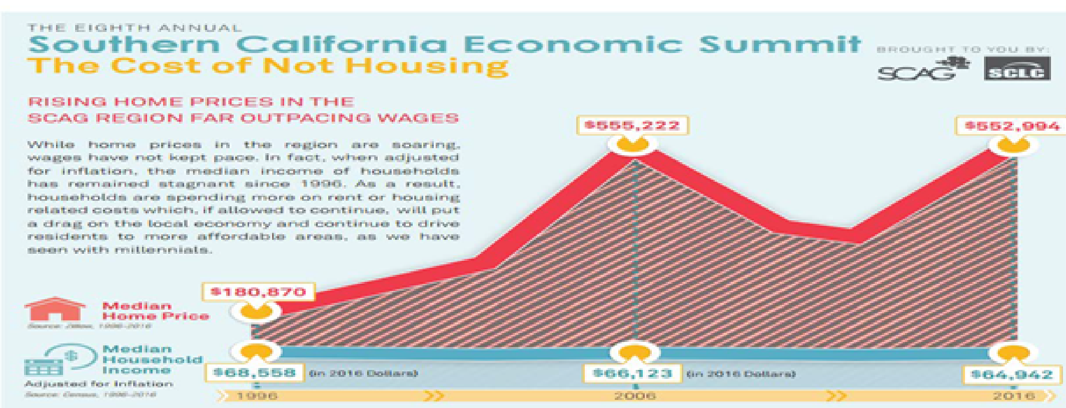
The Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. If a family's total income is less than the family's threshold, then that family and every individual in it is considered to be living in poverty. The 2018 poverty income for a family of four is $26,695. In Oxnard, 13.8% of the population live below the poverty line, a number that is higher than the national average of 12.3%.



Source: https://datausa.io/profile/geo/oxnard-ca

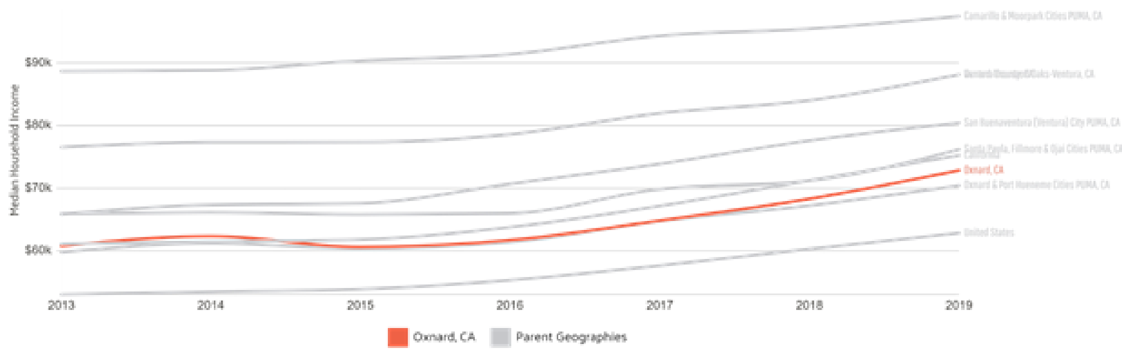
Housing Prices:

Between 1996 and 2016, median home sales prices in the SCAG region increased 206% from $180,870 to $552,994. During the same time period the median income decreased by $3,616 when adjusted to 2016 dollars.

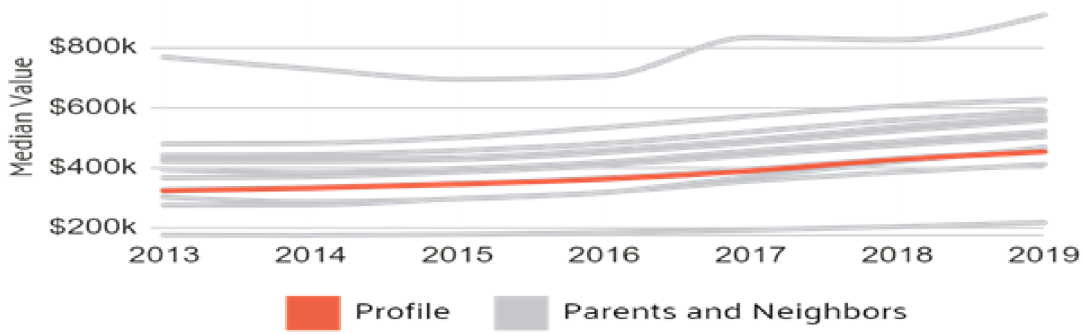


Source: Census, 1996-2016

While in Oxnard the median home increased by 40.2% in just six years from $323,700 in 2013 to $453,900 in 2019. During the same period the Oxnard median family income grew at a disproportionate rate of 19.8% from $60,784 in 2013 to $72,843 in 2019.



Source: https://datausa.io/profile/geo/oxnard-ca



Source: https://datausa.io/profile/geo/oxnard-ca

The increase in the cost of housing in Oxnard can significantly be attributed to new development over the past twenty years. New communities such Seabridge, River Park and Victoria Estates are contributors to the income versus cost gap expressed above where a three bedroom home over those three communities range from $700,000 to $2,000,000.

The two-bedroom average rent in Oxnard has steadily increased by eighteen percent over the past three years from $1,823 to $2,155, which indicates that households with the median income of $72,843 cannot afford the average rent.

Additionally, the low two-bedroom rent is $1,225 indicating that a family of four living in poverty cannot afford the low two-bedroom rent.

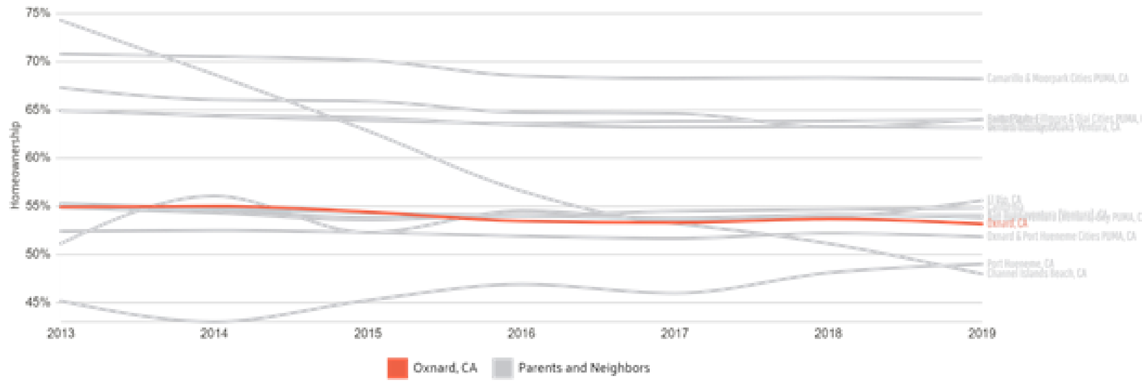
	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Average Monthly Rent [1]	$1,502	$1,621	$2,028	$2,652
Monthly Utility Deduction	181	181	181	276
Annual Housing Costs	20,196	21,624	26,508	35,136
Percent of Income Spent on Rent	30%	30%	30%	30%
Annual Household Income Required	**$67,320**	**$72,080**	**$88,360**	**$117,120**

1) July 2019 Ventura County Apartment Market Survey, Dyer Sheehan Group

Total Housing Units & Ownership vs Rental:

Oxnard's housing stock consists of 51,460 total units, 27,631 of which are owner-occupied and 23,829 of which are renter-occupied.

In 2019, 53.2% of the housing units in Oxnard, CA were occupied by their owner. This percentage declined from the previous year's rate of 53.7%. This percentage of owner-occupation is lower than the national average of 64.1%. This chart shows the ownership percentage in Oxnard compared to the County of Ventura and neighboring geographies.



Source: https://datausa.io/profile/geo/oxnard-ca

Housing Production and the Age of the Units:

Examining the age of the current housing stock is one way to understand how historical development patterns contribute to a city's form. The time period where the highest share of Oxnard's housing units was built is between 1970 and 1979. In contrast the most significant population growth occurred from 2000 to 2020 when Oxnard grew at a rate of 1% per year compared to the region of 0.7% per year. The preliminary 2020 census estimates the current Oxnard population to be 211,791.

[Source: https://datausa.io/profile/geo/oxnard-ca](https://datausa.io/profile/geo/oxnard-ca)

Vacancy Rate

The American Community Survey estimated the 2019 vacancy rate in Oxnard to be 4.1%, which is down from 5.0% in 2010. However, the vacancy rate has increased from a low point of 0.9% in 2017. The current vacancy rates are mid-range of those in the region, which is as low as 3.5% in the City of Thousand and high as 5.1% in the City of San Buenaventura.

A vacancy rate of 5.0% is not low compared to the statewide rate of 4.1% and indicates that there should be sufficient available units to meet the local demand. However, the vacancy rate of units affordable to the low-income population remains an unknown factor.

RESULT OF THE PROBLEM:

The growing gap between increasing housing costs and stagnant wages means that there are many residents in Oxnard who cannot afford the housing costs. In 2019, Food Share of Ventura County estimated that 69% of households had to choose between food and utilities, and 66% had to choose between food and medical care. After making these choices, many Oxnard residents eventually find themselves unable to pay rent, which can lead to increased overcrowding and even homelessness. In Oxnard, 2,355 owner-occupied and 6,839 renter-occupied households had more than 1.0 occupants per room, which meets the California state definition for overcrowding. 425 owner-occupied households and 2,500 renter-occupied households had more than 1.5 occupants per room, which meets the California state definition of severe overcrowding.

FRAMEWORK AND EXISTING LAWS AFFECTING TENANT PROTECTION STRATEGIES AND RENT CONTROL:

In summary there are three existing laws that greatly impact rent control and tenant protection measures in California which will be described further in this report:

- 1985 Ellis Act
- 1995 Costa Hawkins Rental Housing Act
- 2019 Tenant Protection Act

What is Rent Control?

Rent control is part of a system of rent regulation, administered by a court or a public authority, which limits the changes that can be made in the price of renting a house or other real property. Modern rent controls are intended to protect tenants in privately owned residential properties from excessive rent increases by mandating gradual rent increases, while at the same time ensuring that landlords receive a return on their investment that is deemed fair by the controlling authority, which might, or might not be a legislature. Rent Control slows the rate of rent increases but it will not decrease the cost of housing. Rent control laws are used in approximately forty countries, although they often vary from one country to another, and may vary from one jurisdiction to another within some countries.

Historically, there have been two types of rent control - vacancy control (where the rent level of a unit is controlled irrespective of whether the tenant remains in the unit or not) and vacancy decontrol (where the rent level is controlled only while the existing tenant remains in the unit). The Costa Hawkins Act outlawed vacancy control provisions.

Economists suggest that some forms of rent control regulations create housing stock shortages and exacerbate scarcity in the housing market by discouraging private investment in the rental market. Many economists suggest housing subsidies as a way to make housing more affordable to renters without distorting the housing market as much as rent control, but expanding the existing subsidy programs would require sharp increases in government spending. In a 1992 stratified, random survey of 464 US economists, economics graduate students, and members of the American public, 93% "generally agreed" or "agreed with provisos" that "A ceiling on rents reduces the quantity and quality of housing available."

See the “Case Study” section of this report for additional information on the outcomes of rent control.

The Ellis Act; 1985

The Ellis Act was enacted by the State Legislature in 1985. The Ellis Act prohibits any public entity from requiring apartment owners to continue offering their dwellings for rent or lease. The Ellis Act also defines the criteria under which the owners of apartments that are subject to rent control ordinances can remove the dwellings from the rental inventory.

Local entities are permitted to place various restrictions on the landlord's process of going out of business. For instance, cities may require landlords to file a "notice of intent to withdraw," provide the city with information about the tenancy (such as names of tenants, dates of commencement, and rental rates). Cities may require the payment of relocation assistance "to mitigate any adverse impact on persons displaced" or an extension of the termination date of tenancies from the standard 120 days to a full year from the commencement of the withdrawal process if tenants claim to be at least 62 or disabled.

The Costa Hawkins Rental Housing Act; 1995

In 1995, California approved and enacted the Costa Hawkins Rental Housing Act, which sought to protect the rights of landlords and their continued ability to develop housing. The Costa Hawkins Rental Housing Act preempted rent control for multi-family units built after February 1995 as well as separately alienable units including single family homes and condominiums. The Costa Hawkins Rental Housing Act also prohibits vacancy control. However, the Costa Hawkins Rental Housing Act does not fully bar local rent control and allows local jurisdictions to set annual limits on rent increases on multifamily apartment units built before 1995 while an existing tenant continues to live in the unit.

Several attempts to overhaul or repeal the Costa Hawkins Rental Housing Act have failed including the recently proposed Proposition 21, the Rental Affordability Act, which would have re-empowered local jurisdictions to adopt new rental control ordinances. The Rental Affordability Act proposed to modify the three main limitations of Costa-Hawkins. Specifically, cities and counties:

1) would have been able to apply rent control to most housing that is more than fifteen years old (this did not include single-family homes owned by people with two or fewer properties).
2) could have limited how much a landlord can increase rents when a new renter moves in.
3) cities and counties would have been able to apply rent control to most housing that is more than fifteen years old.

Proposition 21, the Rental Affordable Act, was not authorized by the California electorate.

The Tenant Protection Act (AB 1482); 2020 - 2030

California adopted a new statewide rent control policy known as the Tenant Protection Act or Assembly Bill 1482. The Tenant Protection Act became effective in January 2020 and expires in January 2030.
The Tenant Protect Act applies to rental units that were <u>built more than fifteen years ago</u> and are not a hotel, owned by a nonprofit, student dormitories, a duplex where the landlord lives in one of the units, deed restricted or a single-family home not owned by a corporation.

The Tenant Protection Act affects tenants in two main ways. First, AB 1482 limits rent increase and second imposes "Just Cause" protection to existing tenants. Rent increases are limits as follows:

1. Rent cannot be increased more than 5% plus local consumer price index or 10% maximum
2. Rent can only be increased two times within any given twelve-month period
3. A master tenant cannot sublease at a higher rental rate
4. In order to raise rent, landlords must provide written notice
5. There is no vacancy control

The Tenant Protection Act also requires Just Cause eviction protection to tenants if all the tenants of a rental unit have lived there for twelve months or longer. The Tenant Protection Act permits "at fault" and "no fault" evictions.

No fault evictions exist where the tenant is not at fault for the eviction and requires relocation assistance payments from the landlord equal to one month of rent. The landlord must pay the relocation assistance within fifteen calendar days of serving the eviction notice. If agreed to in writing, the landlord can waive the final month of rent instead of paying the relocation fee. If a tenant receives a relocation payment but does not vacate, the landlord can recover the payment in court.

An eviction at the fault of the tenant is also permitted by the Tenant Protection Act after notice and an opportunity to cure. An "at fault" eviction does not require relocation assistance. At fault evictions are permitted with notice and opportunity to cure and can include:

1. Failure to pay rent
2. Violating the lease
3. Committing a nuisance

4. Damaging the property
5. Tenant refuses to sign a lease extension or renewal with similar terms
6. Criminal activity at the unit
7. Subletting contrary to the lease
8. Refusal to let the landlord enter the unit to make repairs
9. Using the property for unlawful purposes
10. Failing to vacate after tenant is terminated as an employee
11. The tenant fails to vacate after providing written notice of their intent to vacate

The Tenant Protection Act protects no fault evictions for tenants that have lived in the unit for at least twelve months. No fault evictions require relocation assistance equal to one month of rent.
The Tenant Protection Act does not contain an explicit grant of authority to local governments to enforce its provisions.

CASE STUDIES

Santa Monica:

Santa Monica voters adopted rent control in April 1979 as an amendment to the City Charter in response to a shortage of housing units, low vacancy rates, and rapidly rising rents. Santa Monica's Rent Control Ordinance was intended to alleviate the hardship of the housing shortage and rapidly rising rents by establishing a Rent Control Board empowered to regulate rentals in the City of Santa Monica. Santa Monica's Rent Control Ordinance was amended by Santa Monica voters in 1984, 2002 and 2010.

Santa Monica's Rent Control Ordinance primarily applies to properties and units that were used as a residential rental prior to April 1979. The total number of controlled units does not change significantly from year to year, but does fluctuate as units are granted exemptions or removal permits, exemptions previously granted units lapse, and units are withdrawn from, or returned to, the rental market pursuant to the state Ellis Act. Santa Monica Rent Control Board records indicate there were 27,429 controlled rental units in Santa Monica as of December 31, 2020.

Santa Monica's Rent Control Ordinance provides for an elected Rent Control Board to ensure that rents are at a fair level by requiring landlords to justify any rents in excess of the approved "Maximum Allowable Rent", giving tenants an opportunity to contest any rent increase, provide reasonable protection to tenants by controlling removal of rent controlled units from the housing market, and by requiring just cause for any eviction from a controlled rental unit. The Rent Control Board is supported by Rent Control Agency staff, including hearing examiners and inspectors, to assist them in performing their function and fulfill their obligations under the City's Rent Control Ordinance. The Rent Control Ordinance gives the Rent Control Board the authority to charge landlords a registration fee of up to $288 per controlled unit, to finance the operations of the Rent Control Agency. **Currently, Santa Monica's Rent Control Agency has a staff of approximately twenty-four employees and the Board consists of up to five elected board members.**

Services provided by the Santa Monica Rent Control Agency are provided exclusively for tenants and landlords of rent-controlled units and include the following services:

1. Providing information for all rent-controlled properties
2. Advising how much rent may be collected for any rent-controlled unit
3. Resolving disputes and providing mediation services for owners and tenants regarding rent overcharges, property maintenance and amenities
4. Conducting hearings regarding individual rent increases and decreases
5. Providing referrals to other services and resources in the community
6. Adjusting rents for new tenancies as mandated by State law

7. Informing owners and tenants of their rights and responsibilities under the Rent Control Law

In the twenty years following the 1979 enactment of the Rent Control Charter Amendment, rent levels for most controlled units in Santa Monica were based on the rent in effect in 1978 plus annual rent increases allowed for controlled units. Regardless of how many times tenants moved in and out of a unit, the then vacancy control provision mandated that rent levels remained in place between tenancies. That changed with the state Legislature's passage of the Costa-Hawkins Rental Housing Act in 1995. Since January 1, 1999, state-mandated vacancy decontrol has allowed owners to set a new market-rate rent for each new tenancy.

The Santa Monica Rent Control 2020 Annual Report documents the impacts of Costa Hawkins and the Ellis Act on tenant occupied properties in Santa Monica. According to this report, after the implementation of Costa- Hawkins initial rents for new tenancies have risen each year except for a slight downturn after the 2009 recession. During twenty-one years of vacancy decontrol , seventy-three percent (73%) of controlled units have been rented at market-rate at least once. **Only twenty-four percent (24%) of the housing units remain occupied by long-term renters, thus have been able to experience real benefit from rent control.** While twenty-four percent of tenants that are long-term renters in Santa Monica may be reaping the benefits of staying in place, they will likely not find a comparable unit, particularly in Santa Monica, for the below market rate rent they are paying.

According to the Santa Monica Rent Control 2020 Annual Report, in the 35 years since the Ellis Act was enacted, the City of Santa Monica has experienced a net loss of 2,075 units after considering prior rent control units that were returned to the rental market. The small gain in rent-controlled units was not enough to slow the city's deepening housing affordability crisis. That coupled with Ellis Act withdrawals, incentivized by high residential real estate values in the homeownership market, have resulted in **an overall decrease in Santa Monica's housing stock, which can in turn result in higher market rents as there are less units to rent.** In addition, for those landlords that do want to stay in the rental business the Ellis Act creates an incentive for them to cater to wealthier tenants by buying existing tenants out of their leases so that they can lease the units at a higher rent.

The table below shows the availability of controlled rental units in Santa Monica that are affordable at various income levels. The table assumes an affordability standard that no more than thirty percent (30%) of income is used for rent. **Today, less than five percent of the controlled units are rented at an affordable price to low-, very low- and extremely low-income categories.** Moreover, many of these units are affordable because they are on properties that are required by agreements with governmental agencies to provide affordable housing.

Income Category	1998		2020		
Rent Level Affordability	Units	%	Units	%	Change
Extremely Low (30%)	1,849	9.2%	6	0.0%	-99.7%
Very Low (50%)	3,845	19.0%	176	0.6%	-95.4%
Low (60%)	4,860	24.4%	223	1.0%	-95.4%
Low (80%)	6,207	31.3%	582	2.6%	-90.6%
Moderate (110%)	2,406	12.1%	2,364	10.1%	-1.7%
Higher (>110%)	769	3.%	16,585	85.5%	2056.7%

The Santa Monica Rent Control program does not appear to effectively offer the positive public benefit that it sought, having been largely hampered by intervening state legislation. **The collateral effect does not create affordable rents to low-income residents but rather offers below market rents to long term residents.**

Additional case studies:

A 2000 study that compared the border areas of four California cities having vacancy control provisions (Santa Monica, Berkeley, West Hollywood, East Palo Alto) with the border areas of adjoining jurisdictions (two of which allowed vacancy decontrol, including Los Angeles, and two of which had no rent control) showed that existing tenants in the vacancy control cities had lower rents and longer tenure than in the comparison areas. Thus, **the ordinances helped protect the existing tenants and, therefore, increased community stability. However, there were fewer new rental units created in the border areas of the vacancy-controlled cities over the ten-year period.**

A study that compared the effects of local rent control measures (both vacancy control and vacancy decontrol) with other local growth management measures in 490 California cities and counties showed that **rent control was stronger than individual land use restrictions in reducing the number of rental units constructed between 1980 and 1990.** The measures (both rent control and growth management) helped displace new construction from the metropolitan areas to the interiors of the state with low income and minority populations being particularly impacted.

In 1994, San Francisco voters passed a ballot initiative which expanded the city's existing rent control laws to include small multi-unit apartments with four or fewer units, built prior to 1980 (about 30% of the city's rental housing stock at the time). A 2019 study found that San Francisco's rent control laws reduced tenant displacement from rent controlled units in the short-term, but **resulted in landlords removing 30% of the rent-controlled units from the rental market, (by conversion to other product types) which led to a 15% citywide decrease in total rental units, and a 7% increase in citywide rents.**

STAFF RECOMMENDS A MULTIPRONGED APPROACH

While staff recognize that the rents are in-fact unaffordable for the median income family in Oxnard, staff believes that rent control alone will not reach the desired public benefit. Further, the case studies above indicate that the target of affordable housing is often missed by rent control. The reality is **capping the existing rents, which are already too high for the median income family in Oxnard, does not make the rents affordable.**

Capping the rents, and limiting future rental increases, will give people breathing room for future cost of living increases and potentially keep tenants from homelessness or from moving to cheaper suburbs further away from public transit and other neighborhood amenities. However, as is evident in cities with rent control ordinances, such as Santa Monica, **rent control have failed to provide affordable housing** for the majority of renters living in rent-controlled units, while creating negative, unintended consequences including **Ellis Act withdrawals, which in turn lowers the overall number of units available for rent and drives the cost up of the rental units that remain.** The effects of Ellis Act withdrawals and Costa-Hawkins on rent control units is not exclusive to Santa Monica, and therefore, should be considered when contemplating the enactment of a local City Rent Control ordinance.

Rent control ordinances do not consider the income of the actual person that lives in the unit, as rent controlled units are not income restricted units, and as such do not necessarily assist low-income families and individuals who are most in need of affordable housing. In fact, rent controlled units are not likely to be affordable when they are initially offered for rent because initial rents are based on market rents. Rent control units also do not preserve affordability for the majority of renters, as rent control units really primarily benefit tenants that remain in their units over a long-period of time, which is likely to be the minority of renters, as was the case in Santa Monica. Based on these reasons and the underlying contributing factors to the unaffordable costs of housing, rather than rent control, staff recommends the following short and long term efforts:

Short Term Recommendations:

1. **Tenant Rights Education.** Staff can develop an education program to make tenants aware of their rights

under AB 1482. Components of the program could include:

a. Education and outreach
b. Informational notices, complaints, and voluntary compliance
c. Local inventories of covered units and rents
d. Lease requirements and consumer protections
e. Strategic enforcement against bad actors (i.e., B&P Code Section 17200)
f. Local right to counsel and legal assistance funding and programs

This effort will require a significant budget appropriation and recruitment of new professional staff. The scope and scale of this new program has not yet been determined.

2. Local Tenant Protection Act. The City of Sacramento adopted a local tenant protection act similar to the state Tenant Protection Act, except that by its local adoption created an enforcement capacity for itself and added penalties for its violation. The City of Sacramento ordinance and a program summary is attached for your reference. Like Sacramento, Oxnard may consider adopting a version of the State Tenant Protection Act, which offers Oxnard an opportunity to enforce it.

This effort will require a new **<u>significant</u>** budget appropriation and recruitment of new professional staff in both the Housing Department and City Attorney's office. The scope and scale of this new program has not yet been determined.

3. Density Bonus Permit. The City can also continue to increase the City's affordable housing stock via continued compliance with the State's Density Bonus law and the City's existing Density Bonus Ordinance which allows developers and owners to construct more housing units within their development or receive development concessions that would otherwise not be allowed by the local code, in exchange for the developer providing a required number of affordable units.

<u>Long Term Recommendations:</u>

1. **Build new affordable housing.** Building new affordable rental housing ensures long-term affordability, via recorded deed restrictions that require affordable rental properties to remain affordable for the term of the affordable deed restriction which can typically range for up to fifty-five years. Affordable rental housing can range in affordability from units that are affordable to extremely low-income, very low-income, low-income, and moderate-income households without regard to changes in tenancy and subsequent rental increases are based on annual changes in the area median income rather than market demand which can drive the price of rental units up.

2. **Continue to Enforce the Inclusionary Ordinance.** The City's Inclusionary Housing Ordinance, requires that all new residential rental developments with 10 or more units, make 5% the units in the development affordable to very low-income households and 5% of the units affordable to low-income households and requires the units to remain affordable, at the same level of affordability, for twenty years regardless of any change in tenancy or ownership. In addition, rent increases are based on changes in area median income for Ventura County. Owners of new residential developments also have the option of paying an in-lieu fee instead of constructing affordable units, which can be used by the City's Housing Department to issue gap-financing loans to developers that can then leverage those funds to receive other state and federal funding that can in turn be used to develop more affordable rental housing units in the City than would have been required by the owner of the new market-rate development. The City's Inclusionary ordinance also applies to homeownership units and requires that developers and owners of new for sale developments with ten or more units make 10% of the units affordable to households earning up to 80% of the area median income as well as require the owner and developer of the for-sale development to require the buyers of the affordable units to execute a resale restriction that keeps the units affordable for twenty years.

3. **Employee Pipeline.** Oxnard residents will also benefit from the Employee Pipeline program, which is a partnership between the City, Oxnard College, and the Chamber of Commerce, to provide the training and education necessary for people to be qualified for better paying jobs, especially those with health benefits. Oxnard College has created a curriculum program based on input from Oxnard companies to train residents to get the skills they need and guarantee them an interview with Oxnard companies that offer better pay and health benefits.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact at this time; however, implementation of any of these recommendations would have a cost associated with them. Based on Committee feedback, staff will develop program parameters and the associated impacts to staffing and budget and timelines for the implementation of the recommended efforts.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. ATTACHMENT 1 - PRESENTATION
2. ATTACHMENT 2 - CAUSE Presentation
3. ATTACHMENT 3 - City of Sacramento Tenant Protection Ordinance
4. ATTACHMENT 4 - SACRAMENTO TENANT PROTECTION PROGRAM

A REVIEW OF TENANT PROTECTION STRATEGIES

Emilio Ramirez, Housing Director
Community Services, Public Safety, Housing & Development Committee
September 14, 2021

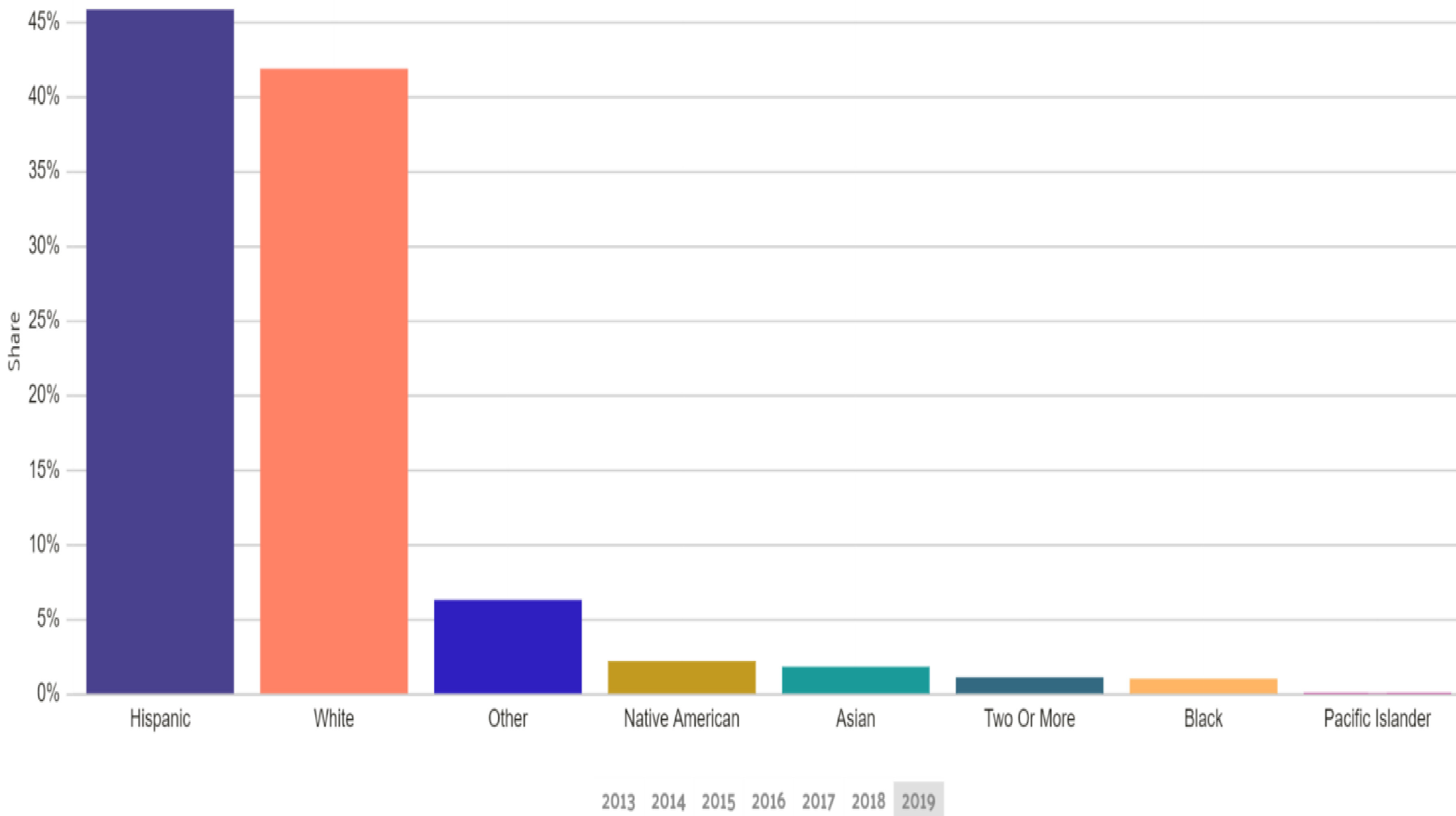
CITY OF OXNARD CALIFORNIA

CAUSES INTRODUCES RENT CONTROL

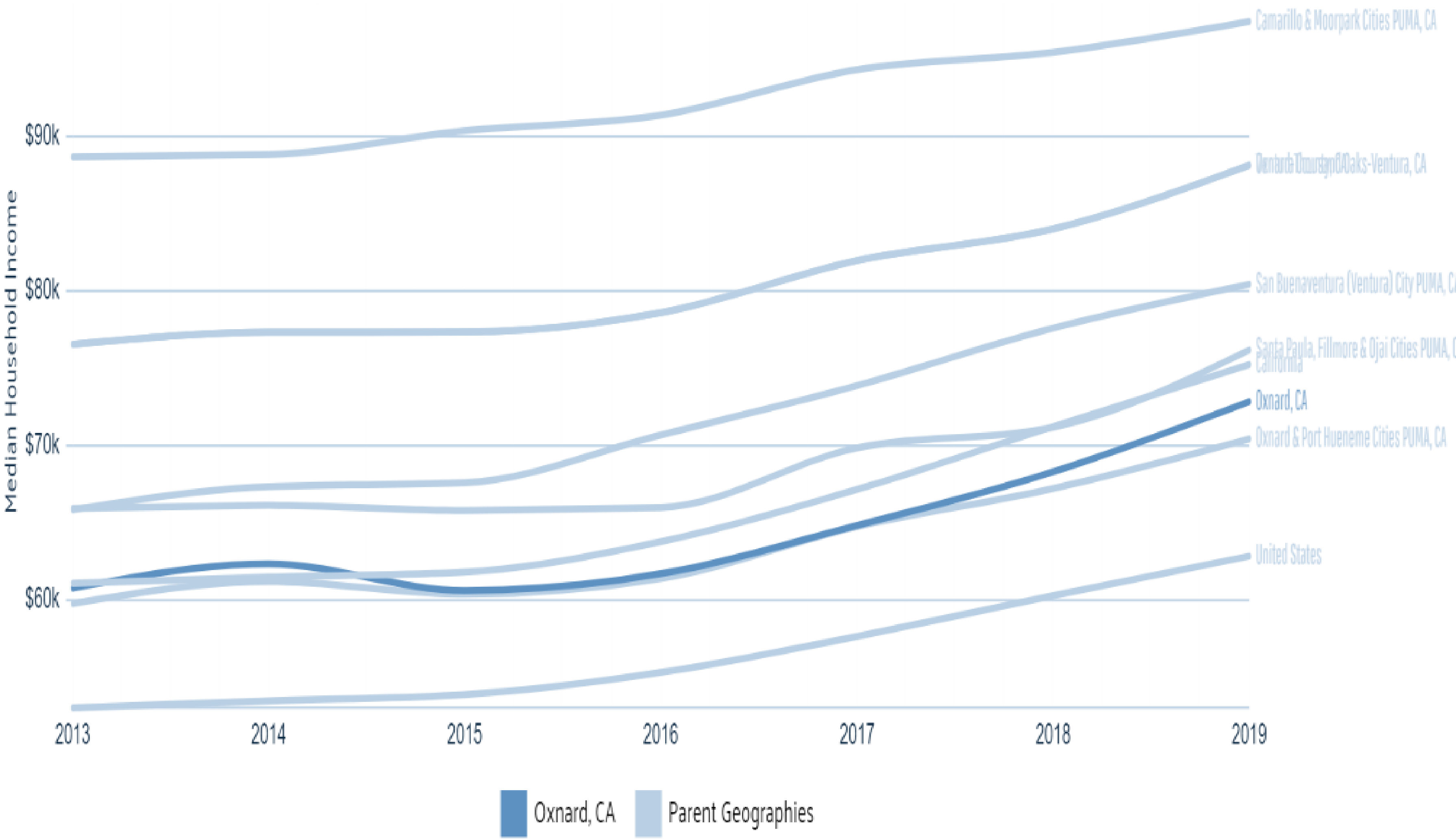
CAUSE

Central Coast Alliance United for A Sustainable Economy

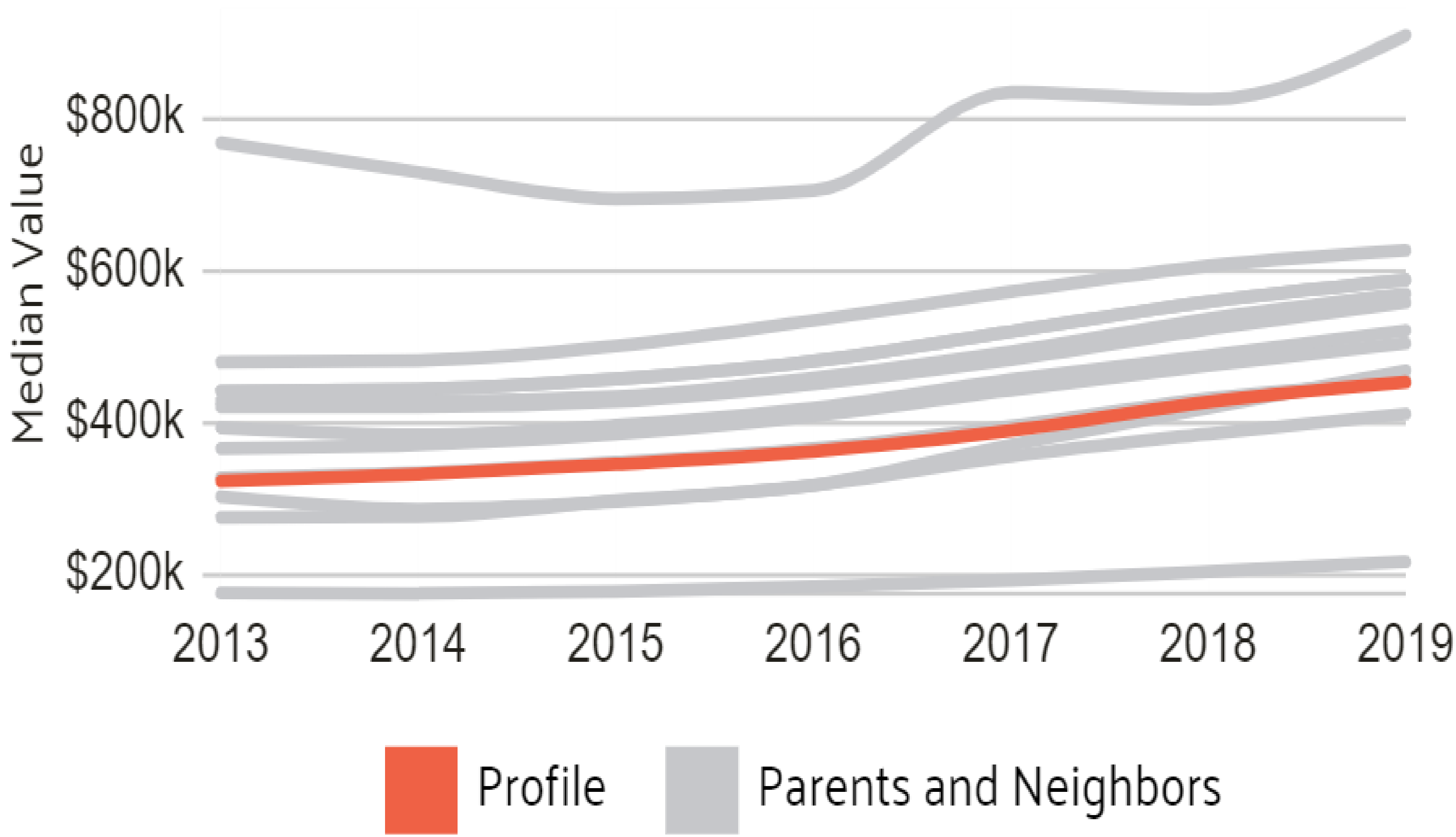
POVERTY IN OXNARD



INCOME IN OXNARD



PRICES VERSUS WAGES IN OXNARD

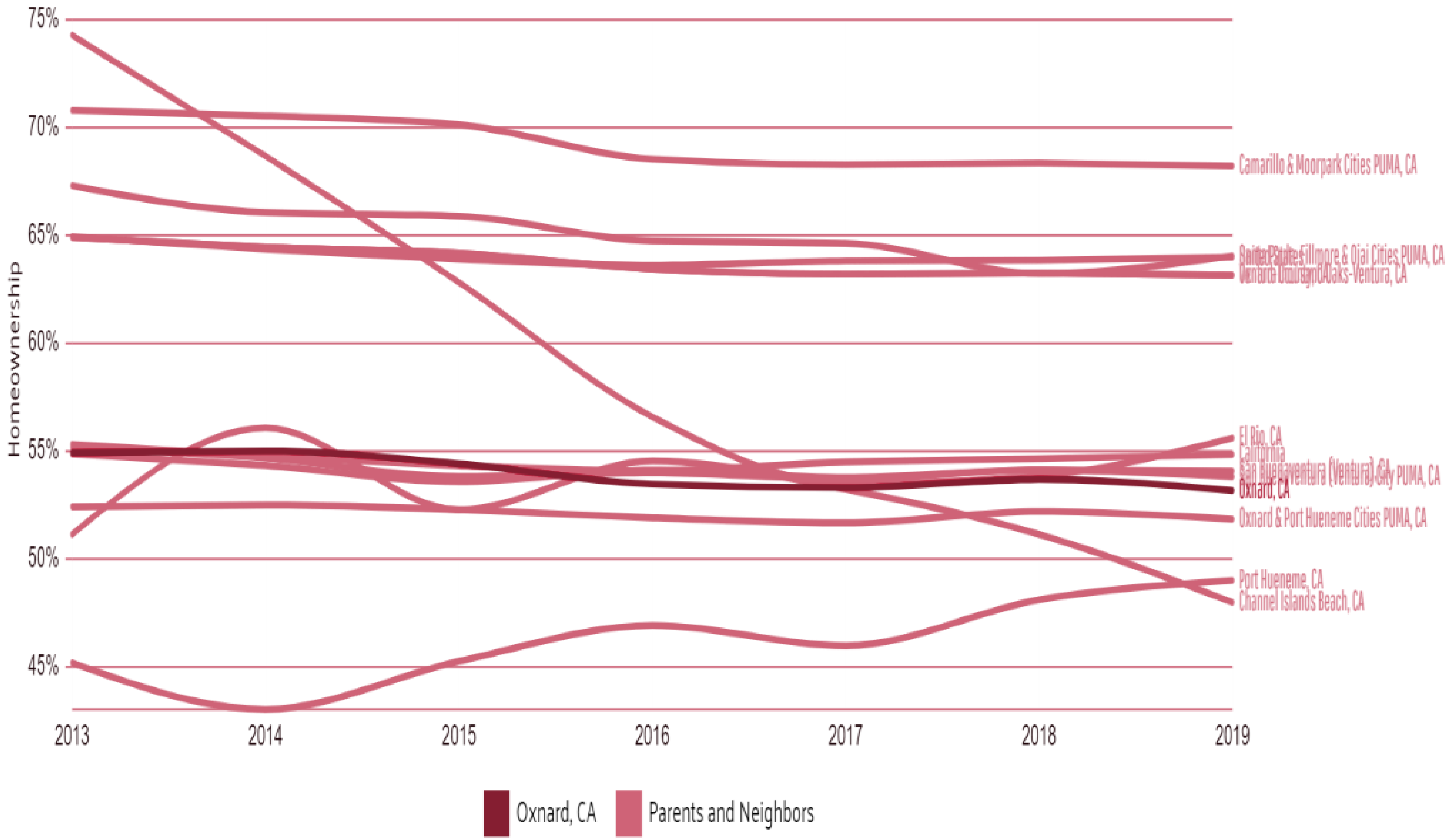


RENTS IN OXNARD

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Average Monthly Rent [1]	$1,502	$1,621	$2,028	$2,652
Monthly Utility Deduction	181	181	181	276
Annual Housing Costs	20,196	21,624	26,508	35,136
Percent of Income Spent on Rent	30%	30%	30%	30%
Annual Household Income Required	**$67,320**	**$72,080**	**$88,360**	**$117,120**

1) July 2019 Ventura County Apartment Market Survey, Dyer Sheehan Group

TENANCY RATE IN OXNARD



THE NEED IN OXNARD




WHAT IS RENT CONTROL

THE ELLIS ACT

COSTA HAWKINS ACT


ATTENTION LANDLORDS & TENANTS:
California's Tenant Protection
Act of 2019 is Now in Effect

Rent Control: A Cautionary Tale of the City of Santa Monica

TENANT RIGHTS EDUCATION

LOCAL TENANT PROTECTION

DENSITY BONUS

RECOMMENDATIONS

INCLUSIONARY ORDINANCE

EMPLOYEE PIPELINE

AFFORDABLE HOUSING

Implementation of <u>any</u> of the options will have costs associated with them.

Based on Committee feedback staff will develop:

1. program parameters

1. staffing and budget needs

1. timelines for the implementation

RECOMMENDATION

That the Committee conduct a study session on Rent Control and Tenant Protection Strategies.

Thank You

END OF PRESENTATION

Housing Affordability and Tenant Protections for Oxnard Renters

Context

- Tenants make up 48% of residents in the city.
- Currently, 60% of tenants are rent burdened.
- Gross rent has increased 32% since 2014 while gross wages have increased only 9%.

Oxnard Renters - what they said...

After holding a town hall and focus group focused on Oxnard's most vulnerable tenants, we heard the following concerns from tenants:

- Biggest concern was affordability. Initial rent was too high and yearly increases are unaffordable (wages cannot keep up with large annual rent increases).
- Unsafe/unhealthy housing and harassment from landlords.
- Difficulties when trying to find housing (financial, discrimination).
- They feel like there is no support from the city. They don't know where to send their complaints or what their rights are. They would like to make the complaints anonymously.
- Strong focus on rent control as immediate relief from housing crisis

Existing Legislation

1. Rent Stabilization legislation can be modeled after Oxnard's Mobile Home Rent Stabilization Program. According to the 2020 report, rents in mobile home parks increased 46% from 1998-2012, compared to 81% in apartments from 1998-2013.
    a. Rent increases capped at 67%-100% of CPI depending on the year.
    b. Rent Board created to administer program and take on appeals.
2. AB 1482- Statewide Rent Stabilization and Just Cause Eviction Protections
    a. Rent stabilization at 5%+CPI or no more than 10% per year
    b. Just Cause eviction protections
    c. Exempts recently-built units, single-family homes and some duplexes
    d. Expires 2030
3. Many cities across the state have stronger Rent Control Ordinances
    a. Lower annual rent increase cap
    b. Stronger eviction protections

Example from Amazon Warehouse Worker

If an full-time Amazon warehouse employee were to rent a one-bedroom apartment in Oxnard at median price, they would have to pay approximately $1,800/month.

- Monthly salary: ($15/hr x 40 hr x 52 weeks)/12 months = $2,600/month
- 1,800/2,600= .69 → 69% of gross monthly income spent on rent (severely rent burdened).
- Under the current state law, rent can increase 9% (5%+ DIR All Urban CPI April 2020 CA- 4%) or $162.
- Under local rent cap of CPI alone→ $72
- Under local rent cap of 2% → $36

What Policies CAN Cities Pass to Strengthen Rent Stabilization?

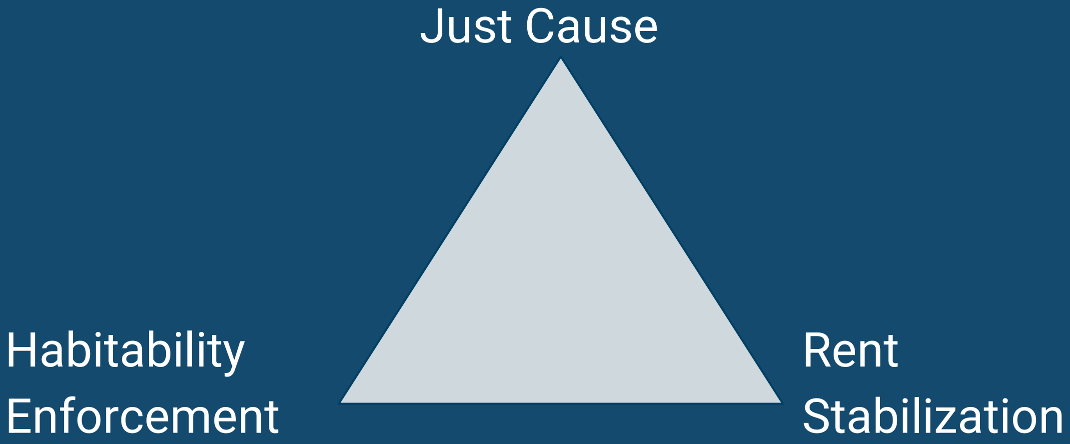
Just Cause eviction protections made permanent and expanded to all renters.

Relocation assistance amount increased for no-fault evictions

Rent cap lowered for eligible units (currently occupied multifamily housing built pre-1995)

Why pair habitability enforcement with rent stabilization?

Habitability inspections of rental units not paired with strong rent control policies can result in landlords raising tenants’ rent to cover repair costs. This can ultimately displace the low-income tenants who were intended to benefit from the policy.



Recommendations

1. Move to direct staff to return to Community Services, Public Safety, Housing & Economic Development Committee with draft rent control ordinance.
2. Support other actions including habitability inspections, legal aid for tenants, and wage development.

Chapter 5.156 TENANT PROTECTION

5.156.010 Title and purpose.

This chapter shall be known and may be cited as the “Sacramento Tenant Protection Act.” The purpose of the act is to protect tenants by establishing limits on rent increases and limitations on unwarranted evictions, while providing landlords with a fair and reasonable return on their investment. (Ord. 2019-0025 § 2)

5.156.020 Definitions.

As used in this chapter, the following words or phrases have the following meanings:

“Annual rent adjustment” means the percentage by which the rent for an existing tenancy in a rental unit may be increased within a 12-month period.

“Base rent” means the reference point from which the annual rent adjustment shall be determined. For tenancies commencing on or before the effective date of this chapter, the initial base rent is the monthly rent in effect on July 1, 2019. For tenancies commencing after July 1, 2019, the initial base rent is the monthly rent set forth in the rental housing agreement, or if there is no rental housing agreement, the amount charged by the landlord upon initial occupancy.

“Condominium” has the same meaning as in California Civil Code section 783 and section 1351, subdivision (f).

“Hearing examiner” means an official appointed by the city council to conduct an administrative hearing pursuant to this chapter.

“Housing services” means services provided by the landlord to a tenant in connection with the use and occupancy of a rental unit including, without limitation, repairs, maintenance, and painting; providing light, heat, hot and cold water; pest control; elevator service; window shades and screens; storage; kitchen, bath, and laundry facilities and privileges if not located in the rental unit; janitor services; utility charges that are paid by the landlord; refuse removal; furnishings; parking; and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Housing services also includes the proportionate part of services provided to common facilities of the building in which the rental unit is located.

“Immediate family” means the spouse, domestic partner, parent, grandparent, brother, sister, child and grandchild, whether related by blood, birth, adoption, marriage or registered domestic partnership.

“Landlord” means a person that either has more than 50% ownership of a rental unit or is entitled to receive rent for the use and occupancy of the rental unit, and the agent or representative of the landlord.

“Notice to increase rent” means a written notice provided by a landlord to a tenant that sets forth the amount of the increase in the monthly rent.

“Rent” means the monthly monetary payment by the tenant to the landlord for the use and occupancy of a rental unit.

“Rental housing agreement” means the written, oral, or implied agreement between a landlord and a tenant for use or occupancy of a rental unit for at least 30 days.

“Rental unit” means a building, structure, or part thereof that is offered for use or occupancy for residential purposes under a rental housing agreement.

“Single dwelling unit” means one dwelling unit located on one legal lot of record.

“Stock cooperative” has the same meaning as California Civil Code section 4190.

“Tenancy” means the right or entitlement of a tenant to the use or occupancy of a rental unit under the terms of a rental housing agreement.

“Tenant” means one or more persons who are entitled under a rental housing agreement to the use or occupancy of a rental unit.

“Utility charges” means any charge for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of a rental unit. (Ord. 2019-0025 § 2)

5.156.030 Exemptions.

The following rental units are exempt from the provisions of this chapter:

A. A rental unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days; and other transient occupancies as defined in California Civil Code section 1940, subdivision (b).

B. A rental unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in CA Civil Code section 1954.12; a convent or monastery owned and operated by a religious organization; a fraternity or sorority house affiliated with a college or university; and a dormitory owned and operated by an accredited institution of higher education.

C. A rental unit that is either owned, operated, or subsidized by a government entity or subject to a covenant imposed by a government entity restricting the occupancy to families with income of 120% of the area median income or below, and the rent amount paid by a tenant is restricted based on the tenant's income.

D. A rental unit in which the tenant shares a bathroom or kitchen with the property owner.

E. A rental unit that was built after February 1, 1995, based on the date the certificate of occupancy was issued, or, if a certificate was not issued, the date of the final inspection.

F. Single dwelling units and rental units in a condominium or stock cooperative.

G. A rental unit that the landlord or the landlord's immediate family occupy as their primary residence. (Ord. 2019-0025 § 2)

5.156.040 Prohibition on rent gouging.

A. No landlord shall increase the rent for a tenancy in an amount that exceeds the annual rent adjustment unless authorized by a hearing examiner.

B. No landlord shall adjust the rent more than once in a 12-month period.

C. After a rental unit has been vacated, a landlord may establish the base rent for a tenant under a new rental housing agreement. Thereafter, any increase in the rent for that tenant must comply with the limitation set forth in subsection A. (Ord. 2019-0025 § 2)

5.156.050 Annual rent adjustment; notice of rent increase.

A. The annual rent adjustment is 5% plus the percentage of the annual increase in the cost of living adjustment, if any, but not to exceed a combined total of 10%. A tenant may not waive this limitation on the increase in rent.

B. The cost of living adjustment is to be determined on April 1st of each year by reference to the California Consumer Price Index for All Urban Consumers All Items (or the Sacramento area, if the index is established for the Sacramento area) for the preceding year. The percentage by which this index increased over the index for the full year immediately prior shall be the percentage used to calculate the cost of living adjustment.

C. Before a landlord can impose a rent increase that exceeds the annual rent adjustment, the landlord shall comply with section 5.156.060.

D. An increase in rent in accordance with the annual rent adjustment is not effective until the landlord provides written notice to increase rent as prescribed by law. The content of the notice to increase rent provided to a tenant shall include the information as prescribed in the tenant protection program administrative procedures. (Ord. 2020-0003 § 1; Ord. 2019-0025 § 2)

5.156.060 Hearing on fair rate of return adjustment.

A. It is the intent of this chapter that an adjustment in rent that is higher than the annual rent adjustment be granted only when the landlord demonstrates by a preponderance of the evidence that such adjustment is necessary to provide the landlord with a fair rate of return. If a landlord is aggrieved by the limitation on the annual rent adjustment under section 5.156.050.A because the amount is less than a fair rate of return, the landlord may file a petition to seek review by a hearing examiner. The hearing examiner's decision is final unless the landlord timely seeks judicial review.

B. The hearing examiner shall consider relevant factors, including, without limitation, the following:

1. Increases or decreases in property taxes;
2. Unavoidable increases or decreases in maintenance and operating expenses;
3. The cost of planned or completed capital improvements to the rental unit, but only when necessary for compliance with the Sacramento City Code provisions affecting health and safety. Routine repair and maintenance improvements are not capital improvements. Capital costs shall be amortized over the useful life of the improvement;
4. Substantial deterioration of the rental unit, other than from normal wear and tear, that is not due to a lack of routine repair and maintenance;
5. The pattern of rent increases or decreases during the occupancy of the tenant;
6. Increases or decreases in the number of tenants occupying the rental unit;
7. Increases or decreases in the cost of Housing Services; and
8. Failure to comply with the rental housing agreement, provide Housing Services, or comply with applicable laws and regulations.

C. The hearing examiner shall not consider the following factors:

1. Landlord's income taxes;
2. The cost of debt service for the property where the rental unit is located unless there is a change in ownership;
3. Any penalties for violation of this chapter or any other chapter of the Sacramento City Code relating to the rental unit; or
4. Cost increases for the rental unit that arose before occupancy by the tenant. (Ord. 2019-0025 § 2)

5.156.070 Tenant protection program administrative procedures.

The city manager shall adopt administrative procedures to implement the provisions of this chapter, including, but not limited to, preparing a rental housing registry in conjunction with the Rental Housing Inspection Code, Chapter 8.120, and as directed by the city council. (Ord. 2019-0025 § 2)

5.156.080 Tenant protection program fee.

All landlords with rental units that are subject to this chapter shall pay the tenant protection program fee as established by the city council on an annual basis. The tenant protection program fee is to fund the city's cost to implement and enforce the provisions of this chapter. (Ord. 2019-0025 § 2)

5.156.090 Tenant eviction protections.

A. Once a tenant has resided in a rental unit for more than 12 months pursuant to the terms of a rental housing agreement, the landlord is prohibited from taking action including, without limitation, making a demand for possession; threatening to terminate the tenancy of that tenant, whether orally or in writing; serving any notice to quit or other eviction notice; or bringing any action to recover possession of the rental unit unless at least one of the following conditions exists:

1. Failure to pay rent. The tenant has failed, after three days from the date of receipt of a notice to quit or pay rent as provided by law, to pay rent to which the landlord is legally entitled under the rental housing agreement in compliance with this chapter and any other state or local law.
2. Breach of rental housing agreement. After the landlord has served the tenant with a written notice to cease, provided a reasonable period to cure the alleged violation of the rental housing agreement, and informed the tenant that failure to cure may result in the initiation of eviction proceedings, the tenant continues to violate any of the material terms of the rental housing agreement.
3. Criminal and nuisance activity. The tenant engages in criminal activity in the rental unit, including any common areas, in violation of a local, state, or federal criminal law; or after the landlord has served the tenant with a notice to cease, the tenant continues to engage in conduct that is so

disorderly as to destroy the peace, quiet, comfort, or safety of the other tenants in violation of a local or state nuisance law.

4. Failure to give access. After the landlord has served the tenant with notice, the tenant, after receiving three dates for access, continues to refuse to allow landlord access to the rental unit pursuant to a request consistent with California Civil Code section 1954.

5. Necessary and substantial repairs requiring temporary vacancy. The landlord, after having obtained all necessary permits from the city and having provided 120 days' advance written notice to the tenant, seeks in good faith to make substantial repairs to the rental unit that are necessary to bring the rental unit into compliance with applicable local and state codes and laws affecting the health and safety of tenants of the building where the rental unit is located, provided that:

a. The repairs necessitate that the tenant vacate the rental unit because the work will make the rental unit uninhabitable for a period of not less than 30 days.

b. Before the tenant is required to vacate the rental unit, the landlord is required to offer the tenant the right to elect to: (i) reoccupy the vacated rental unit upon completion of the repairs at the rental rate that would have been in effect under the rental housing agreement if it had not been terminated; or (ii) if the landlord owns a comparable vacant rental unit, to occupy the comparable rental unit at the same rental rate as the vacated rental unit.

6. Owner move-in. After providing at least 120 days' advance written notice to the tenant, the landlord seeks to recover possession of the rental unit for use and occupancy as landlord's primary residence or the primary residence of a member of landlord's immediate family for at least 12 months. In this case, landlord must be a natural person with at least 51% ownership of the rental unit.

7. Withdrawal of rental unit from rental market. After providing at least 120 days' advance written notice to tenant, the landlord seeks in good faith to recover possession of the rental unit to withdraw the unit and all of the rental units in the building and on the same parcel from the rental market for at least 12 months, including landlord's intent to demolish the rental units. The landlord must first
file a rental unit withdrawal notice with the city in accordance with the administrative procedures and state law.

B. A tenant who is aggrieved by the action of a landlord in violation of this chapter may file a petition to seek review by a hearing examiner.

C. The notice to terminate a tenancy for any of the authorized conditions must state with specificity the subject matter and basis which justifies the landlord's action to terminate the tenant's right to occupy the rental unit. (Ord. 2019-0025 § 2)

5.156.100 Non-waiver.

Any provision of a rental housing agreement that purports to waive any provision of this chapter is void as against public policy. (Ord. 2019-0025 § 2)

5.156.110 Failure to comply.

A landlord's failure to comply with any requirement of this chapter is an affirmative defense in an unlawful detainer or other action brought by the landlord to recover possession of the rental unit. (Ord. 2019-0025 § 2)

5.156.120 Remedies.

In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal sanctions, civil actions, and administrative penalties pursuant to chapter 1.28. (Ord. 2019-0025 § 2)

5.156.130 Annual report.

The city manager shall, on an annual basis and at any other time that the city manager determines to be appropriate, provide a report that documents the level of landlord compliance with this chapter and other related rental housing matters.

At least 60 days prior to the expiration date of this ordinance, the city manager shall provide a report to city council that addresses the status of the rental housing market, including, but not limited to, the affordability and availability of rental units. (Ord. 2019-0025 § 2)

5.156.140 Effective date.

This ordinance takes effect 30 days after enactment. (Ord. 2019-0025 § 2)

5.156.150 Sunset date.

This chapter shall remain in effect until December 31, 2024 and on that date this chapter is repealed. (Ord. 2019-0025 § 2)

TENANT PROTECTION PROGRAM

FREQUENTLY ASKED QUESTIONS

What is the Tenant Protection and Relief Act?

On August 13, 2019, the Sacramento City Council adopted the Tenant Protection and Relief Act. This ordinance limits rent increases and prohibits no-cause evictions. The ordinance becomes effective on September 12, 2019. All landlords with units that are subject to this code must pay a Tenant Protection Program fee (to be established) and will be included in a rental housing registry.

> The Tenant Protection and Relief Act limits rent increases and prohibits no-cause evictions.

What units are covered by this ordinance?

Multifamily units and mobile home rentals built before February 1, 1995 (based on date of certificate of occupancy or final inspection) are included. The key exceptions to the ordinance include:

- Units built after February 1, 1995
- Single family homes
- Condominiums, units occupied by landlord property agent or immediate family
- Government subsidized low income housing

How often can rent be increased?

The rent cannot be increased more than once in a 12-month period.

What is maximum amount rent can increase?

The rent increase cannot exceed 6 percent plus the change in the Consumer Price Index (CPI). The maximum rent increase cannot exceed 10 percent. The initial CPI Rate for rate increases effective September 12, 2019 will be 2.5 percent. Therefore, the maximum rate increase allowed in 2019 will be 8.5 percent.

What is the base rent?

For tenancies on or before September 12, 2019, the initial base rent is the monthly rent effective July 1, 2019. For tenancies after July 1, 2019, the initial base rent is the monthly rent set forth in the housing agreement. If there is no housing agreement, it is the amount charged by the landlord upon initial occupancy.

Can the rent be increased above the maximum for fair rate of return?

A landlord can submit a petition to request a review by a hearing examiner to increase the rent to provide a fair rate of return.

What factors are considered to determine a fair rate of return?

The following primary factors are considered by the hearing examiner to approve an increase above the maximum for a fair rate of return:

- Property tax increases
- Unavoidable increases in maintenance and operating costs
- Planned capital improvements required for health and safety; repair costs to address substantial deterioration not due to lack of routine repair and maintenance
- Increases in the cost of housing services
- Debt service payments for new owners

City of SACRAMENTO
Community Development

What factors are not considered to determine fair rate of return?

The following factors cannot be considered by the hearing examiner:

- Ongoing operating and maintenance costs
- Remodeling not required to address health and safety
- Landlord income taxes
- Penalties for violations of the Sacramento City Code related to the rental unit
- Cost increases that arose before occupancy by the tenant

A landlord must offer to renew a rental housing agreement if a tenant has resided in the rental unit for more than 12 months.

Can the rent be increased between tenancies?

After a rental unit has been vacated, a landlord may establish base rent for a new tenant under a new rental housing agreement. Thereafter, any increase in the rent for the new tenant must comply with the code.

Is the landlord required to renew a lease?

A landlord must offer to renew a rental housing agreement if a tenant has resided in the rental unit for more than 12 months (e.g., one year plus one day). A landlord is not required to renew a lease agreement with a tenant who has resided in the rental unit for 12 or less months.

Can a landlord evict a tenant without cause?

Once a tenant has resided in a rental unit for more than 12 months, evictions are prohibited under this ordinance without "just cause."

Under what conditions can a landlord evict a tenant?

It is required that any notice to vacate (any action to recover possession) provide a just cause for the eviction. Notice vacate must be based on one of the following conditions in accordance with Sacramento City Code Section 5.156.090:

- Failure to pay rent
- Breach of rental housing agreement
- Criminal or nuisance activity
- Failure to give access
- Necessary and substantial repairs requiring temporary vacancy
- Owner move-in
- Withdrawal of the rental unit from rental market

What if a tenant believes a landlord has violated the code?

A tenant can file a petition for a hearing if he or she believes the landlord has violated the ordinance. This includes activities such as increasing the rent higher than what is allowed by ordinance or a hearing examiner or terminating a rental agreement without cause. An independent hearing examiner will consider all the relevant evidence presented and render a decision based on findings of fact.

What are the penalties for violating the ordinance?

Staff can impose administrative penalties against landlords for violation of the ordinance which can range from $100 to $25,000 per violation.

The provisions of the Tenant Protection and Relief Act will be addressed in greater detail in administrative procedures when finalized. For more information, please visit **cityofsacramento.org/TPP**

City of SACRAMENTO
Community Development

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Tenant Protection Program
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2019-09-09