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
October 25, 2022
Regular Meeting - 6:45 to 8:15 PM

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 860 7813 0145**
3. **Passcode: 752580**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG**.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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 October 11, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. City Manager Department
SUBJECT: Determination of Future Uses of Sports Park & College Park. (15 minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park be a soccer complex.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/oVudRa84bTM
Contact: Ashley Golden, (805) 385-7478

2. Housing Department

SUBJECT: Oxnard Housing Authority's purchase of two multi-family residential properties, for one dollar, located at 2051 Mariposa Street and 1250 Azalea Street from the City of Oxnard. (15 minutes)

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

1. That the City Council:

   i. Adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
   ii. Authorize the transfer of $183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
   iii. Authorize the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard:

   i. Adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
   ii. Accept the transfer of $183,720.32 from Fund 219 from the City of Oxnard; and
   iii. Accept the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) from the City of Oxnard.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UWrmvygj0ms

Contact: Emilio Ramirez, (805) 385-8094

3. Housing Department

SUBJECT: Pleasant Valley Window Replacement Project for Public Housing Units located at Squires Drive and Tervino Terrace. (10 minutes)

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 $1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant to replace windows at the Pleasant Valley Village public housing site.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/zE7Q7l7vzFQ

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property for the future development of affordable housing in the Meta Street area. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Community Development Committee recommend that:

1. The City Council adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;

2. The Board of Commissioners adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and

3. The City Council approve a budget appropriation of $212,740 from the Affordable Housing In-Lieu Fund.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yvpYk55gP3E

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

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

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: October 25, 2022

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 October 11, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 10 11 2022 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
October 11, 2022

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 Bryan MacDonald, Member Oscar Madrigal, and Member John C. Zaragoza were present in person.

Staff members Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Emilio Ramirez, Housing Director and Rose Chaparro, City Clerk were present in person.

Adam Smith, Project Manager participated via videoconference.

Todd C. Mooney, Successor Agency Counsel with Kane, Ballmer, & Berkman Law (KBB) also participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Robert Lurie (concerns regarding temporary rental tenants violating harbor water regulations).

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 September 27, 2022 regular meeting as presented.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Fire Department
SUBJECT: Purchase Order for South Coast Fire Equipment for Two Fire Engines - Amount: $1,990,462.28. (0/10/5)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee Recommends that City Council:

1. Authorize the Mayor to execute a Purchase Order for South Coast Emergency Fire Equipment in the amount of $1,990,462.28 for the purchase of two (2) Pierce Fire Engines; and

2. Authorize the prepayment of $1,990,462.28 to South Coast Fire Equipment for the purchase of two (2) Pierce Fire Engines.

Alexander Hamilton, Fire Chief presented and 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 as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

2. City Manager Department
SUBJECT: Exempt Surplus Land Declaration - Successor Agency Meta Street Parcels. (0/10/10)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommends that the Oxnard Community Development Commission Successor Agency:

1. Adopt a Resolution titled, "A Resolution Of The Oxnard Community Development Commission Successor Agency Declaring Successor Agency Owned Property, As Described Herein, To Be Exempt Surplus Land Pursuant To Government Code Section 54221(F)(1)(D) and Authorizing The Staff To Take Related Actions"; and

2. Enter into two separate Grant Deeds with the City for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

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

1. Enter into two separate Grant Deeds with the Successor Agency for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar ($1) each.

Ashley Golden, Assistant City Manager presented and answered the Committee's questions. Public comments were received from Pat Brown, Chris Hernandez, and Roger Poirier, Parks, Recreation and Community Services Commissioner. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Chair MacDonald, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza 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 7: 08 p.m.

ROSE CHAPARRO	BRYAN A. MACDONALD
City Clerk	Chair

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

REPORTS
AGENDA ITEM NO. D.1

DATE: October 25, 2022

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

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Determination of Future Uses of Sports Park & College Park. (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park be a soccer complex.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/oVudRa84bTM

BACKGROUND

EXECUTIVE SUMMARY

Using the Parks and Recreation Master Plan and Sports Park Idea Day feedback as guiding information, staff recommends that City Council align with the Parks and Recreation Master Plan's identified recommendations and determine the future use of Sports Park to "...incorporate baseball/softball fields…to provide players with functional, consolidated playing facilities" (Attachment #1) and the future use of College Park to "...be developed to accommodate enough soccer fields for the sports community, as well as passive and economic-generating programming" (Attachment #2).

As identified through robust community outreach in the Master Plan process, the City's Parks and Recreation system will benefit from the addition of soccer, baseball and softball fields for its residents and community at large. This finding was further supported by the community input provided at Sports Park Idea Day held on April 30, 2022. The creation of a baseball/softball complex at Sports Park and a soccer complex at College Park, in alignment with the Parks and Recreation Master Plan recommendations, will address the growing demand that the baseball, softball and soccer communities currently face and provide much needed amenities in Oxnard.

BACKGROUND

Parks and Recreation Master Plan

City Council adopted the Parks and Recreation Master Plan (Master Plan) on February 16, 2021. The Master Plan is to guide decision-making for the future development and management of parks, recreation facilities,

beaches, and open space within the City of Oxnard. Developed over 24 months through a multi-pronged approach, the Master Plan collected feedback from a wide cross-section of the City to develop a guide grounded in the diverse interests of the local community.

The Master Plan assessed all of the City's Parks physical amenities and Recreation programs, identified service gaps and needs, and developed goals, strategies, and recommendations to address those identified gaps and needs. One of the recommendations in the Master Plan is to create a place for baseball & softball at Sports Park (Attachment #1). The Sports Park Action Plan in the Master Plan (Attachment #3) states that Sports Park will help meet baseball and softball needs in the City, as well as provide passive, flexible programming space in the expansive outfields.

To address the soccer shortage in the City, the Master Plan recommended the development of soccer fields in the undeveloped space at College Park, primarily as practice fields (Attachment #4). Developing additional practice fields at College Park would help alleviate the burden on the rest of Oxnard's parks and also provide a space to host soccer tournaments. Currently, there are five soccer fields reserved for game use at College Park. The College Park Action Plan (Attachment #2) states that "...the City should provide the soccer community with a well-maintained, large outdoor complex to accommodate the needs of its leagues for practice."

The Master Plan document can be viewed at: https://www.oxnard.org/wp-content/uploads/2021/01/Oxnard-Parks-Rec-Master-Plan_1-27-2021_FINAL-hr-1.pdf

Sports Park Idea Day

Staff received Council approval of American Rescue Plan Act (ARPA) dollars to conduct community outreach regarding the determination of future uses for Sports Park (approximately 20 Acres of undeveloped land). Important to note, the available land at Sports Park does not include Sports Park South, which is approximately four (4) acres of developed neighborhood park space located directly south of Sports Park in a Special District, LMD No. 39 (Promesa & Sueno).

Sports Park Idea Day was held on April 30, 2022 from 10:00 a.m. - 2:00 p.m. at Sports Park South. Local organizations and groups with an idea for the future use of Sports Park were invited to set up an exhibitor booth at the event and share their ideas with residents. After robust outreach, ten (10) organizations and groups participated in the day by sharing the following ideas: League/Club Soccer, YMCA, Baseball, BMX, Softball, Multi-use Sports Fields, Ice Rink/Ice Sports, Roller Sports, and Passive Park Uses.

A total of 164 attendees completed an on-site survey, which asked them to rank their top three uses of the park and allowed them to provide additional responses for other uses and amenities for Sports Park. The survey results (Attachment #5) show the ranking of the top three uses for Sports Park based on resident feedback:

1. League/Club Soccer (150)
2. Baseball (94)
3. Softball (69)

Residents also provided input on other uses for Sports Park not represented at Sports Park Idea Day (Attachment #6). The top requested amenities for Sports Park included: parking (17), restrooms (12), pool (10), and snack bar (8).

The results of this survey are consistent with the findings of the Master Plan, which identified the need for additional soccer and baseball/softball fields in the City. Many of the top requested amenities are typical amenities that are included in sports complexes, including restrooms, snack bars, and parking. Residents will have access to a pool, and many other water activities, with the development of the South Oxnard Aquatics

Center estimated to be completed in 2025.

DISCUSSION

The Master Plan developed an inventory of physical recreation amenities available in the City (Attachment #10). A total of 37 ball fields and eight (8) soccer fields were identified within this inventory.

Ball Fields:
The term "ball fields" in the Master Plan includes baseball fields, softball fields, and backstops located in neighborhood parks; all these ball fields are not necessarily programmed for game or league use.

- Total Ball Fields Identified Per the Master Plan: 37
- Total Ball Fields Owned by the City: 30
- Total Ball Fields Owned by Rio School District (located at Rio Vista/Rio Del Mar): 7
  The City has access to use these fields through a joint-use agreement in place through 2060.
- Backstops Located in Neighborhood Parks Not Programmed for Game or League Use: 10
- Fields Not Currently Programmed: 4
  Field improvements and maintenance are required. There is not a timeline to complete these necessary improvements.

Total Currently Available Ball Fields for Game or League Use: 23

Soccer Fields:
The soccer fields identified in the Master Plan do not include any multi-use spaces programmed for soccer.

- Total Soccer Fields Identified Per the Master Plan: 8
- Total Soccer Fields Created on Multi-Use Space Owned by the City: 6
- Total Soccer Fields on Multi-Use Space Owned by Rio School District (Rio Vista/Rio Del Mar): 4
  The City has access to use these fields through a joint-use agreement in place through 2060. These fields are used for soccer when baseball and softball are out of season.

Total Currently Available Soccer Fields: 18

The table below provides an inventory of baseball, softball and soccer fields available for City programming. Staff created an exhibit showing the location of these fields within the City (Attachment #7). Not included in the table below or in Attachment #7 are fields owned and programmed by the school districts, single backstops located in neighborhood parks not programmed for game or league use, and fields not currently programmed as they require field improvements and maintenance.

Fields Available for City Programming			
Location	**Baseball**	**Softball**	**Soccer**
Beck Park		3	
Carty Park		2	
College Park			5
Colonia Park	3		

Community Center West Park		2	
Del Sol Park*			2
Durley Park	4		
Eastwood Park	2		
Rio Vista/Rio Del Mar**	4	3	4
River Ridge			2
Southwest Community Center Park***			5
Total	13	10	18

***Del Sol Park** has one official soccer field (stadium) and programs one additional soccer field in the multi-use area of the park.
****Rio Vista/Rio Del Mar** is owned by the Rio School District; however, the City has access to use these fields through a joint-use agreement in place through 2060.
The existing baseball/softball fields can be used for soccer fields when baseball/softball is out of season.
*****Southwest Community Park** is a Multi-use field area programmed primarily for soccer

Baseball/Softball Complex at Sports Park

Developing Sports Park to be primarily programmed with baseball and softball facilities, as recommended in the Master Plan, would provide functional, consolidated playing facilities. Locating baseball/softball at one location allows specialized maintenance equipment associated with this use to be consolidated. Combining the votes for softball and baseball from the Sports Park Idea Day survey results in the most votes at 163 votes. This is consistent with the recommendation of the Master Plan to create a baseball and softball complex at Sports Park.

With the L-shape of Sports Park, baseball/softball field shapes might not be the most effective fields to layout, but it is anticipated that the twenty (20) acres of land can accommodate up to five (5) baseball/softball fields and support facilities. The support facilities associated with the use could include parking, snack bar, restrooms, walking paths, sidewalks, and open space for passive, flexible programming when games are not being played. Many of these support facilities were among the top requested by residents in the Sports Park Idea Day survey results. Staff created a rough draft exhibit showing a potential layout for baseball/softball fields at Sports Park (Attachment #8). This layout, as well as others, would be explored in more detail should Council provide such direction.

Soccer Complex at College Park

One of the recommendations in the Master Plan is to address the high demand for, and shortage of, soccer fields. The Plan recommended six (6) strategies to address the soccer field shortage, one of which is consolidating soccer at College Park (Attachment #4). "Part of College Park's undeveloped 25 acres should be converted into an outdoor soccer complex. The goal is to consolidate soccer practice in one location...This should alleviate the burden on the rest of Oxnard's parks enough to support teams and even host tournaments." The recommendation of consolidating soccer at College Park is to both provide additional practice fields to support the needs of the soccer community while also relieving some of the burden of over-demand on the rest of Oxnard's parks that are currently being used for practice although they are not identified as such.

Taking into consideration the space being used for the South Oxnard Aquatics Center, staff created a rough draft exhibit showing a potential layout for additional soccer fields in the remaining open space at College Park (Attachment #9). The available space at College Park can accommodate up to five soccer fields, depending on the configuration.

Though the survey results for Sports Park Idea Day found great support for soccer fields at Sports Park, in alignment with the Master Plan, it is recommended that additional soccer fields be developed at College Park to address the high demand. This will provide the soccer community with much needed additional playing space.

Parks, Recreation and Community Services Commission (PRCSC)

On July 27, 2022, staff presented the Sports Park Community Feedback survey results to the Parks, Recreation and Community Services Commission. Commissioners, exhibitors from Sports Park Idea Day, Neighborhood Council Chairs, and those who expressed interest in the event or were contacted about the event received an email invitation to the meeting along with the published staff report. A pre-recorded presentation was published on the Commission agenda seven (7) days prior to the meeting, which can be viewed here: https://www.youtube.com/watch?v=MxPAiRgfOHU

At the Commission meeting, there were public comments received in support of the following uses for the future of Sports Park: Ice Skating Rink (7), BMX (1), AYSO/Soccer (1), and YMCA (1). Four (4) public comments were received prior to the meeting in support of an Ice Skating Rink. Additional comments requested considerations for parking, restrooms, safety, maintenance, and the impact of neighborhoods in any future development. **There were no comments received from the four (4) Parks, Recreation and Community Services Commissioners present at the meeting on the future uses of Sports Park.** However, after this item concluded, and during Item H-2 "Ad Hoc Committees" on the agenda the PRCSC made a motion to develop a Sports Park Design Ad Hoc Committee but waited to appoint members of the Ad Hoc Committee until a future meeting. As of the writing of this report, the Ad Hoc Committee has not appointed any members.

A recording of the meeting including public comments received can be viewed here: https://oxnardca.civicclerk.com/Web/Player.aspx?id=4703&key=-1&mod=-1&mk=-1&nov=0

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

American Rescue Plan Act (ARPA) funds in the amount of $1,500,000.00 were designated for the purpose of Sports Park Community Outreach, study, and design to develop Sports Park (ARPA Project 22). There are many park Capital Improvement Projects and ARPA projects already funded and in process, so the timing of further study and design for Sports Park will need to be evaluated after the Council makes a determination of the use for Sports Park. There is no funding associated with development of Sports Park or College Park at this time.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

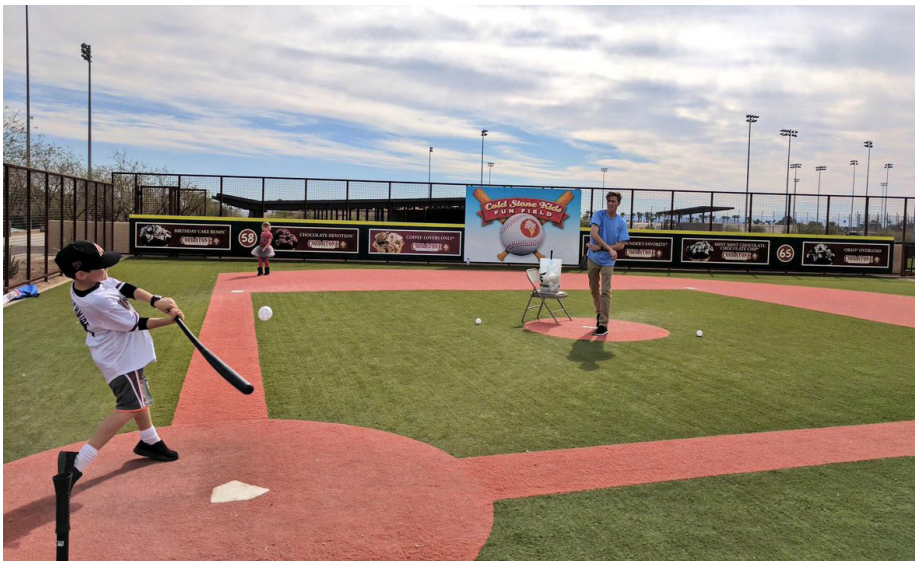
1. Parks and Recreation Master Plan - Create A Place for Baseball & Softball (p. 158)
2. Parks and Recreation Master Plan - Finish College Park Action Plan (p. 211)
3. Parks and Recreation Master Plan - Build Sports Park Action Plan (p. 214)
4. Parks and Recreation Master Plan - Address the Soccer Shortage (p. 156)
5. Sports Park Idea Day Survey Results (Question 1) - April 2022
6. Sports Park Idea Day Survey Results (Question 2) - April 2022
7. Map - Fields Available for Programming Under City's Control (September 2022)
8. Rough Draft - Baseball/Softball Fields at Sports Park (August 2022)
9. Rough Draft - Soccer Fields at College Park (August 2022)
10. Parks and Recreation Master Plan - Inventory of Amenities (p. 35)
11. Presentation - Determination of Future Uses 10.25.22

Create A Place for Baseball & Softball

Baseball and softball teams in Oxnard have suffered from the poor condition of Durley Park. Issues such as safety, poor lighting, homelessness, and failing equipment/fields have prevented these sports from thriving. The City of Oxnard needs to provide baseball and softball leagues with maintained facilities at the very least. The consultant recommends the City prioritize improvements to Durley Park's baseball field and incorporate baseball/softball fields into the new design for Sports Park to provide players with functional, consolidated playing facilities.

MAKE IMPROVEMENTS TO DURLEY PARK A PRIORITY

Repairing the baseball facilities at Durley Park should be a priority. The fencing needs replacing, the field needs resurfacing, and the bleachers require repair. The City should also add appropriate lighting.



BUILD A BASEBALL & SOFTBALL COMPLEX AT SPORTS PARK TO CONSOLIDATE FIELDS

Develop Sports Park to be primarily programmed with baseball and softball facilities. Sports Park is located near existing baseball and softball leagues which helps consolidate resources.

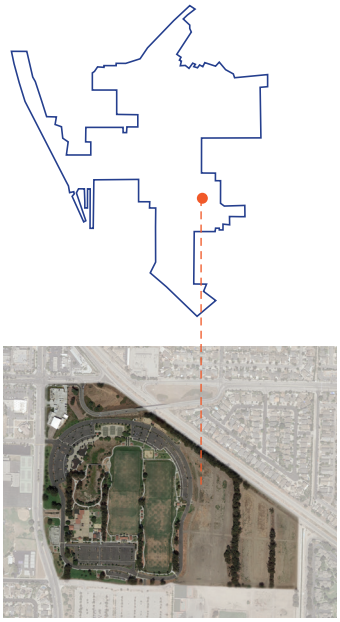
Finish College Park

College Park is the heart of South Oxnard. It needs to unite the soccer community while providing nearby residents with the amenities they need.

The 35 undeveloped acres at College Park is an opportunity to provide residents in South Oxnard with a world-class recreational facility. The park should be developed to accommodate enough soccer fields for the sports community, as well as passive and economic-generating programming. As South Oxnard is very diverse, College Park should incorporate what people in the community need most— walking paths, bike lanes, as well as spaces for nature, play, and celebrations.

The local community has played Pelota Mixteca on the vacant area of College Park for over ten years; it's important that the final design includes a space for this sport as well, if a court is not constructed at Campus Park. For soccer, the City should provide the soccer community with a well-maintained, large outdoor complex to accommodate the needs of its leagues for practice.

In an uncertain future, with unfunded programming, it would also be good to leave the option open for an aquatic center in south Oxnard, as deemed feasible.



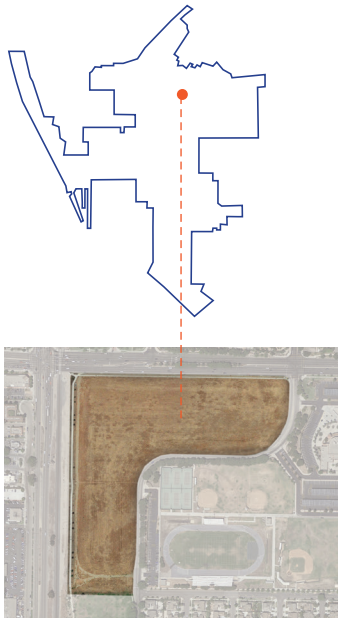
RECOMMENDED PROGRAMMING

- Soccer complex
- Multi-purpose fields
- Pelota Mixteca (if a Pelota Mixteca court is not constructed at Campus Park)
- Seasonal city wide events
- Inclusive playgrounds
- Walking trails
- Bio-retention technology
- Swimming pool, as funding is achieved

Build Sports Park

Sports Park should be a space devoted to a diversity of sports and fitness. Sports Park can serve various popular sports in Oxnard, including basketball, volleyball, and tennis/pickle-ball courts. It should include opportunities for bike and running trails, as well as outdoor fitness.

Sports Park will help to meet baseball and softball needs in the City. When baseball is not being practiced, the expansive outfields can be used for picnicking and other passive, flexible programming. Lawn spaces can also be built with pedestrian paths that include informational signage, educating residents about health, nutrition and fitness.



RECOMMENDED PROGRAMMING

- Baseball/ Softball fields
- Basketball courts
- Passive lawn areas
- Inclusive playgrounds
- Walking trails
- Bio-retention technology

Address the Soccer Shortage

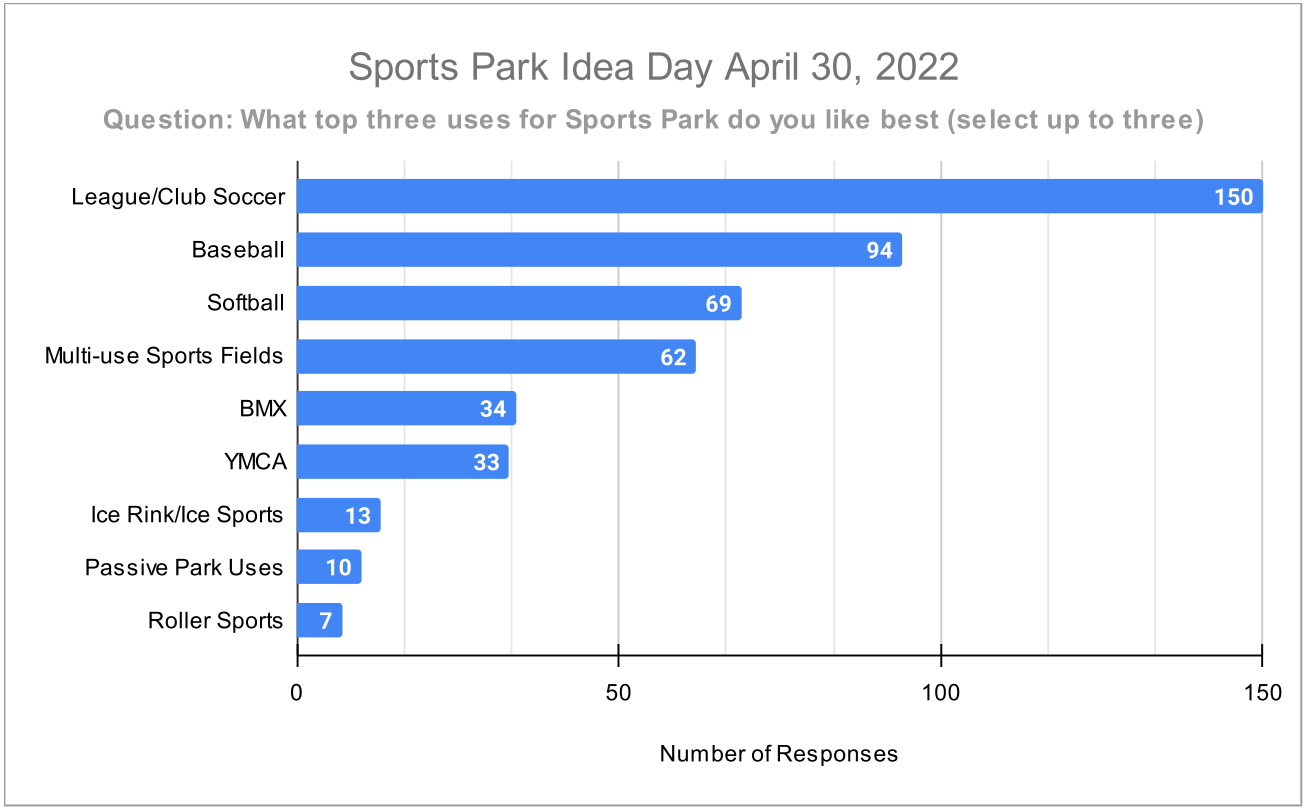
There are approximately 250 youth soccer teams and 50-60 adult teams in Oxnard, but only eight official fields. The immense popularity of the sport combined with the shortage of playing fields has created tension between the soccer community and non-soccer playing residents. To ensure that soccer teams have adequate playing and practicing space while still allowing for multiple activities in parks and for the fields to be used for multiple other uses when soccer is not being played, the project team is proposing a variety of strategies.

Soccer is the most popular sport in Oxnard. It also demands the most amount of resources. Considering various solutions for the soccer shortage will help accommodate everyone.

CONSOLIDATE SOCCER AT COLLEGE PARK

Part of College Park's undeveloped 25 acres should be converted into an outdoor soccer complex. The goal is to consolidate soccer practice in one location, using fewer maintenance and staff resources. While the current fields at College Park are locked for game use only, much of the undeveloped acreage could be designed as practice fields for everyday use. This should alleviate the burden on the rest of Oxnard's parks enough to support teams and even host tournaments. Of course, Pelota Mixteca should still be able to use this space as well.

Attachment #5



Ranking Order of Top Three Selected Uses for Spork Park	
Park Uses	**Responses**
1. League/Club Soccer	150
2. Baseball	94
3. Softball	69

Total Survey Responses: 164
*Residents were asked to select up to three uses for Sports Park. Not all respondents selected three choices

10 organizations/groups were present sharing their ideas for the future use of Sports Park. The uses presented were included as options for the resident survey.

Respondents were given the opportunity to suggest any other uses or amenities that they would like considered for the future use of Sports Park. 92 residents (of the 164 total responses) provided feedback in this question. Many of these suggestions are typical park amenities such as playgrounds, parking, lighting, and restrooms.

This summary reflects other uses suggested for Sports Park. Any responses to this question that were an option to select in Question 1 of the survey have been removed from this summary (e.g. soccer fields, ice skating, multiuse fields)

Was there any idea *missing* from today's event that you want considered for the future use of Sports Park?	**If this amenity is City-owned, how many are currently available?**	**Location(s) of amenity on City-owned property**	**Staff Notes**
Basketball courts	37.5	Beck, College, College Estates, Colonia, Community Center East, Crescent, Durley, East, Eastwood, Garden City Acres, Lathrop, Lemonwood, Neptune Square, Orchard, Pleasant Valley, Rio Lindo, Sea Air, Seaview, South West Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, West Village, Wilson, Windrow	Additional basketball courts exist at many schools both indoors and outdoors
Batting Cages	1	Durley	For Sunset Little League Use
Cheer	0	N/A	This can be programmed into a park
Community Room	4	Campus (Oxnard PAL), Colonia, Durley, South Oxnard Center	The community rooms at these locations are also Youth Centers
Dog Park	3	Campus, College, Windrow	
Football	0	N/A	Fields are located at High Schools (Pacifica, Oxnard, Rio Mesa, Channel Islands, and Hueneme)
Handball Courts	0	N/A	Handball courts were removed from Colonia Park years ago
Lighing & Solar Lighting	624	Beck, Cabrillo, Central, Children's, College Estates, College, Colonia, Community Center Park East, Community Center Park West, Connelly, Crescent, Del Sol, Durley, East, East Village, Eastwood, Garden City Acres, Johnson Creek, Lathrop, Lemonwood, Marina West, Orchard, Plaza, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, South Bank, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Village Green, Vineyards, Wilson, Windrow **Sports Lighting:** Beck, College, Colonia, Community Center Park West, Del Sol, Durley	There are 553 area park lights and 71 sports lights. There is no solar lighting.
Multi-Use Trail (walk, run, bike)	27	Beck, Cabrillo, Central, College Estates, College Park, Community Center Park East, Community Center Park West, Connelly, Del Sol, Durley, East Village, Eastwood, Garden City Acres, Kohala, Lathrop, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, South Bank, Southwest Community Park Ext, Southwinds, Via Marina, Vineyards	This is a typical amenity in community and regional parks
Parking Areas, including for RVs	14	Beck, College, Community Center Park East, Community Center Park West, Del Sol, Durley, Johnson Creek, Oxnard Beach, Plaza, Rio Lindo, Southwest Community Park, Wilson	This number includes parking lots only. Curb parking is available at most neighborhood parks. RV parking is not available in any parks.
Pickleball Courts	1	Oxnard Tennis Center	

Respondents were given the opportunity to suggest any other uses or amenities that they would like considered for the future use of Sports Park. 92 residents (of the 164 total responses) provided feedback in this question. Many of these suggestions are typical park amenities such as playgrounds, parking, lighting, and restrooms.

This summary reflects other uses suggested for Sports Park. Any responses to this question that were an option to select in Question 1 of the survey have been removed from this summary (e.g. soccer fields, ice skating, multiuse fields)

Was there any idea *missing* from today's event that you want considered for the future use of Sports Park?	**If this amenity is City-owned, how many are currently available?**	**Location(s) of amenity on City-owned property**	**Staff Notes**
Picnic Tables	298	Beck, Carty, College, College Estates, Colonia, Community Center East, Crescent, Del Sol, Dunkirk, Durley, East, East Village, Eastwood, Fremont, Garden City Acres, Johnson Creek, Lathrop, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Southwinds, Thompson, Via Marina, Vineyards, Windrow, Wilson	This is a typical amenity in neighborhood, community, and regional parks
Playground	47	Beck, Carty, Children's, College Estates, College, Colonia, Community Center Park East, Community Center Park West, Crescent, Del Sol, Durley, East, East Village, Eastwood, Fremont Tot, Garden City Acres, Johnson Creek, Lathrop, Lemonwood, Marina West, Neptune Square, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, South Bank, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, Wilson, Windrow	This is a typical amenity in neighborhood and community parks
Reservation Area (including enclosed)	25	Central, College, Crescent, Del Sol, East, Oxnard Beach, Rio Lindo, Vineyards, Windrow	Reservations are accepted online through Facilitron
Restrooms	37	Beck, Carty, College Estates (out of service), College Park, Colonia, Community Center Park East, Community Center Park West, Crescent, Del Sol, Durley (out of service), East, East Village, Eastwood, Garden City Acres, Johnson Creek, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, Wilson, Windrow	This is a typical amenity in neighborhood, community, and regional parks
Senior Center	2	Colonia Senior Center, Wilson Senior Center	
Skate Park	1	College	Skate parks are planned for Campus Park and Durley Park
Snack bar	8	Carty, College, Colonia, Community Center West, Durley, Eastwood, Johnson Creek	This is a typical amenity in community and regional parks
Swimming Pool/Community Aquatic Center/Splash Pad/Water Park	1	Colonia (pool)	These amenities are planned for the South Oxnard Aquatics Center located at College Park
Swings	29	Beck, Carty, College Estates (out of service), College, Colonia, Community Center Park East, Community Center Park West, Crescent, Del Sol, Durley (out of service), East, East Village, Eastwood, Garden City Acres, Johnson Creek, Lemonwood, Marina West, Orchard, Oxnard Beach, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Southwest Community Park Ext, Southwinds, Thompson, Via Marina, Vineyards, Wilson, Windrow	This is a typical amenity in neighborhood and community parks
Tennis	11	Community Center West, Lemonwood, Marina West, Orchard, Pleasant Valley, Rio Lindo, Sea Air, Seaview, Sierra Linda, Via Marina, Wilson	

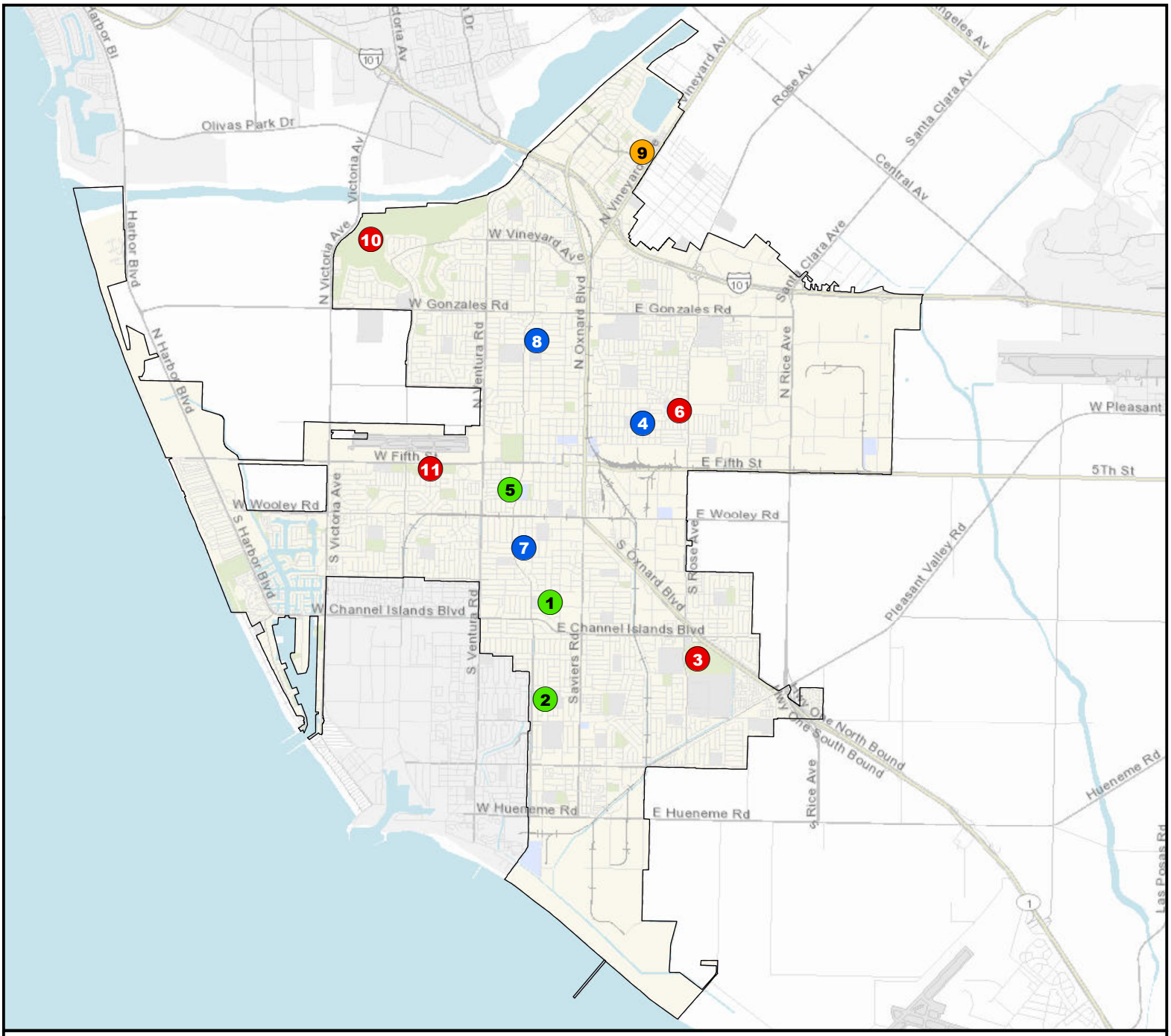
Respondents were given the opportunity to suggest any other uses or amenities that they would like considered for the future use of Sports Park. 92 residents (of the 164 total responses) provided feedback in this question. Many of these suggestions are typical park amenities such as playgrounds, parking, lighting, and restrooms.

This summary reflects other uses suggested for Sports Park. Any responses to this question that were an option to select in Question 1 of the survey have been removed from this summary (e.g. soccer fields, ice skating, multiuse fields)

Was there any idea *missing* from today's event that you want considered for the future use of Sports Park?	**If this amenity is City-owned, how many are currently available?**	**Location(s) of amenity on City-owned property**	**Staff Notes**
Track & Field	0	N/A	Tracks are located at high schools (Pacifica, Oxnard, Rio Mesa, Channel Islands, and Hueneme)
Walking Trail	10	Connely, Del Sol, Lathrop, Lemonwood, Marina West, Rio Lindo, Sea Air, Southbank, Southwinds, Thompson	This is a typical amenity in community and regional parks (same as multi-use trail/path)

FIELDS AVAILABLE FOR CITY PROGRAMMING

Attachment #7



	Fields Available for Programming				
	Location	Baseball	Softball	Soccer	Notes
1	Beck Park		3		
2	Carty Park		2		
3	College Park			5	
4	Colonia Park	3			
5	Community Center Park West		2		
6	Del Sol Park*			2	
7	Durley Park	4			
8	Eastwood Park	2			
9	Rio Vista/Rio Del Mar**	4	3	4	
10	Riverridge			2	
11	Southwest Community Park***			5	
	Total:	13	10	18	

***Del Sol Park** has one official soccer field (stadium) and programs one additional soccer field in the multi-use field area of the park.
****Rio Vista/Rio Del Mar** is owned by the Rio School District, not the City; however, the City has access to use these fields through a joint-use agreement in place through 2060. The existing baseball/softball fields can be used for soccer fields whne baseball/softball is out of season.
*****Southwest Community Park** is a multi-use field area programmed primarily for soccer.

Parks by Amenity

- Soccer
- Softball
- Baseball
- Soccer, Baseball & Softball

5,000 0 5,000 10,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Created by:
City of Oxnard California
Geographic Information Systems Division
September 2022

N

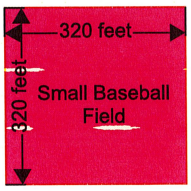
Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

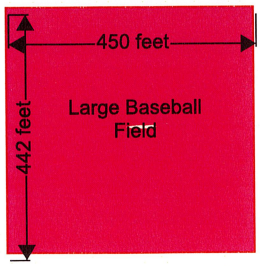
BASEBALL/SOFTBALL FIELDS AT SPORTS PARK - ROUGH DRAFT
AUGUST 2022

Attachment #8

8/1/2022, 9:50:30 AM

Parcels





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City of Oxnard GIS
The City of Oxnard GIS Division

City of Oxnard

SOCCER FIELDS AT COLLEGE PARK - ROUGH DRAFT
AUGUST 2022

Google Maps College Park

Recreation Comparison: Facilities Per 10K Residents

Total Oxnard Facilities	Additional Facilities Needed per NRPA Standards	Oxnard	Ventura	Camarillo	Thousand Oaks	NRPA AVERAGE*
48	9	**2.31	1.9	4.0	3.4	2.7
8	16	**.38	.27	1.5	2.7	.76
37	-	1.78	1.5	3.0	2.6	.49
-	27	**0	1.6	.88	.08	1.3
47	-	2.24	.82	.66	2.4	1.4
15	-	.72	.09	1.0	1.2	.57
34	-	1.64	1.9	3.2	1.6	.57
3	**2	.14	.18	.44	.31	.22
1	5	.05	AC	AC	.23	.28

Total Oxnard Facilities	Additional Facilities Needed per NRPA Standards	Oxnard	Ventura	Camarillo	Thousand Oaks	NRPA AVERAGE*
-	4	**0	.09	.15	.16	.18
3	4	.14	.18	0	.08	.33
1	NA	.05	.18	0	0	N/A
2	5	.10	CC	.15	CC	.33
3	1	.14	.09	.15	CC	.18
4	-	**.19	0	0	.08	.18
1	1	**.05	0	0	.08	.09
37	NA	64%	67%	44%	61%	NA

AC = Pool in Aquatic Center
CC = In Community Center
** = Below NRPA Average

Determination of Future Uses of Sports Park & College Park

Community Services, Public Safety, Housing & Development Committee
October 25, 2022

Samantha Shapiro, Project Manager

CITY OF OXNARD CALIFORNIA

PARKS AND RECREATION MASTER PLAN

2

- Adopted by City Council on February 16, 2021
- Developed over 24 months
- Collected feedback from a wide cross-section of the City to develop a guide grounded in the diverse interests of the local community
- Assessed all of the City's Parks physical amenities and Recreation programs, identified service gaps and needs, and developed goals, strategies, and recommendations to address the identified gaps and needs
- Master Plan Recommendations:
  - **Sports Park:** build a baseball & softball complex
  - **College Park:** address the soccer shortage; consolidate soccer at College Park

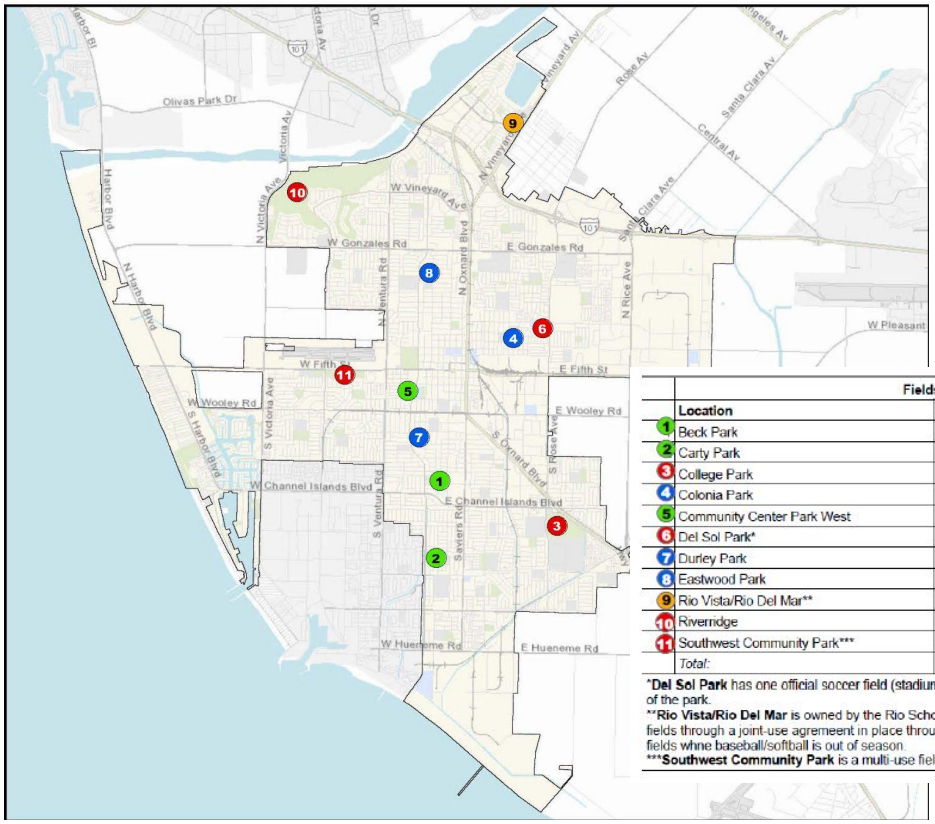
SPORTS PARK IDEA DAY - APRIL 30, 2022

3

- After robust outreach, ten (10) organizations and groups participated in the day representing nine (9) ideas for the future use of Sports Park.
- On-site survey was conducted and collected 164 responses.
- Top three uses for Sports Park based on the survey results:
  - League/Club Soccer (150)
  - Baseball (94)
  - Softball (69)

FIELDS AVAILABLE FOR CITY PROGRAMMING

4



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**Rio Vista/Rio Del Mar is owned by the Rio School District, not the City; however, the City has access to use these fields through a joint-use agreement in place through 2060. The existing baseball/softball fields can be used for soccer fields whne baseball/softball is out of season.
***Southwest Community Park is a multi-use field area programmed primarily for soccer.

BASEBALL/SOFTBALL COMPLEX AT SPORTS PARK

5

- The Master Plan recommends building a baseball/softball complex at Sports Park.
- The Sports Park Idea Day survey results reflected a combined 163 votes in support of baseball and softball.
- Sports Park is expected to be able to accommodate up to five fields of various sizes.
  - This would allow for support facilities including parking, snack bar, and restrooms (top requested amenities in the survey.)

Draft Baseball/Softball Fields at Sports Park August 2022

SOCCER COMPLEX AT COLLEGE PARK

6

- To address the high demand and shortage of soccer fields, one of the strategies identified in the Master Plan is to consolidate soccer at College Park.
- The remaining space at College Park is expected to be able to accommodate up to five soccer fields.

Draft Soccer Fields at College Park August 2022

PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION PRESENTATION

7

- July 27, 2022 - Staff presented the feedback survey results to the Parks, Recreation and Community Services Commission.

Sports Park Idea Day (April 30, 2022)

- Public comments were received in support of the following uses:
  - Ice Skating Rink (7)
  - BMX (1)
  - AYSO/Soccer (1)
  - YMCA (1)
- No comments received from the four (4) Parks, Recreation and Community Services Commissioners present.

FINANCIAL IMPACT

8

- American Rescue Plan Act (APRA) funds of $1,500,000.00 were designated for the purpose of Sports Park Community Outreach, study, and design to develop Sports Park (ARPA Project 22).
- There are many Parks Capital Improvement Projects and ARPA projects already funded and in process, so the timing of further study and design for Sports Park will need to be evaluated after the Council makes a determination of the use for Sports Park.
- There is no funding associated with the development of Sports Park or College Park at this time.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park be a soccer complex.

Sports Park Idea Day (April 30, 2022)

CITY OF OXNARD CALIFORNIA

END OF PRESENTATION

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

REPORTS
AGENDA ITEM NO. D.2

DATE: October 25, 2022

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

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

SUBJECT: Oxnard Housing Authority's purchase of two multi-family residential properties, for one dollar, located at 2051 Mariposa Street and 1250 Azalea Street from the City of Oxnard. (15 minutes)

RECOMMENDATION

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

1. That the City Council:

   i. Adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
   ii. Authorize the transfer of $183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
   iii. Authorize the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard:

   i. Adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
   ii. Accept the transfer of $183,720.32 from Fund 219 from the City of Oxnard; and
   iii. Accept the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) from the City of Oxnard.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UWrmvygj0ms

BACKGROUND

In 2009, the City applied for and received a $2,015,000 Neighborhood Stabilization Program grant from the California Department of Housing and Community Development. The purpose of the Neighborhood Stabilization Program grant was to purchase and rehabilitate single-family homes which had been foreclosed upon in the wake of the financial crisis of 2008, which were in turn to be sold to eligible purchasers for owner-occupancy.

In 2010 and 2011, utilizing the Neighborhood Stabilization Program grant funding, a total of six foreclosed homes were purchased by the City of Oxnard, rehabilitated, and sold to six low-income families from Oxnard. The City of Oxnard applied for authorization to reinvest the proceeds from the sales of those homes to increase the supply of affordable housing. On March 2, 2011, the State of California approved the City of Oxnard's request to utilize grant program income funds for redevelopment activities, including the acquisition of vacant or demolished properties, redevelopment, and rental properties.

In accordance with the State's March 2, 2011 approval, in December of 2011 and March of 2012, respectively, the City of Oxnard purchased two multi-family properties, totaling six units, in the Orchard neighborhood. The property located at 1250 Azalea Street was purchased for $345,236. The property located at 2015 Mariposa Street was purchased for $348,446 (together referred to as the "Properties"). Title to the Properties is held in the name of the City of Oxnard. Pursuant to Neighborhood Stabilization Program regulations, the six rental units must be maintained affordable to low-income households until the year 2042.

Both of the Properties underwent substantial rehabilitation to bring them into compliance with federal Housing Quality Standards. Since 2012, the six units have been rented out to low-income families under the Housing Choice Voucher program. While some of the rental income has been expended on property maintenance costs, and some on program administration, a reserve fund has a current balance of available funds in the amount of $183,720.32.

DISCUSSION

The Housing Authority of the City of Oxnard has primary responsibility for the operation and management of city-financed affordable housing developments and programs. State regulations permit Neighborhood Stabilization Program grantees, which are municipal entities holding title to affordable housing properties purchased under the program, to transfer title to another entity during the period in which affordability restrictions apply, provided that the new title-holder assumes responsibility for maintaining the affordable housing requirements and for all liabilities attaching to the property.

Given the Oxnard Housing Authority's expertise and experience in managing affordable housing developments, staff proposes to transfer the Properties from the City of Oxnard to the Housing Authority of the City of Oxnard. The transfer of the Properties allows greater flexibility in how the rent revenue from the six units can be used to further affordable housing. The proposed Purchase and Sale Agreement (Attachment Number 1), if approved by the City Council and the Board of Commissioners, will effectuate such a transfer. Legal counsel has also drafted a Regulatory Agreement and Declaration of Restrictive Covenants (Attachment Number 2) which will meet the Neighborhood Stabilization Program requirements to ensure continued affordability as required by regulations.

Based on the condition of the Properties and projected future maintenance needs, staff projects a cost of $300,000 to meet existing deferred maintenance and future improvement needs. To meet these maintenance needs, staff is recommending a total appropriation in the amount of $300,000 ($183,721 from the existing accrued net rent revenue collected in Fund 219 and $116,279.68 from fund balance of Inclusionary In-Lieu Fund 371) to be paid to the Oxnard Housing Authority for anticipated maintenance of the properties.

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

To meet the existing deferral maintenance estimated at $300,000, the Housing Authority is recommending an appropriation in the amount of $183,721 from existing rent revenues from the fund balance of Fund 219 and an appropriation in the amount of $116,279 from the fund balance of the Inclusionary In-Lieu Fund 371. The total appropriation of $300,000 will be appropriated to the respective fund's contribution to other agencies for the maintenance of the Properties.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase and Sale Agreement
2. Regulatory Agreement and Declaration of Restrictive Covenants
3. Resolution of the City Council of the City of Oxnard (1)
4. Resolution of the Housing Authority of the City of Oxnard
5. PowerPoint Presentation

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), dated as of _____, 2022 (the "Effective Date"), is entered into by and between the CITY OF OXNARD, a municipal corporation ("Seller"), and the HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic ("Buyer").

1. Purchase and Sale. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, the following real properties:

    a. That certain real property located in the County of Ventura, State of California, commonly known as 2051 Mariposa Street, Oxnard, CA 93036, APN: 139-0-091-045, and legally described in Exhibit A attached hereto ("Mariposa").

    b. That certain real property located in the County of Ventura, State of California, commonly known as 1250 Azalea Street, Oxnard, CA 93036, APN: 139-0-095-125, and legally described in Exhibit B attached hereto ("Azalea", and collectively with Mariposa, the "Properties").

2. Purchase Price; Escrow.

    a. Purchase Price. The purchase price (the "Purchase Price") for the Properties shall be One Dollar ($1.00), payable in accordance with this Agreement.

    b. Escrow. Escrow shall be opened (the "Escrow") with [*Escrow Officer name*] at [*address/contact info*] (the "Escrow Holder"). Within two (2) business days following the Effective Date, Seller shall deliver a copy of this Agreement to Escrow Holder. Buyer and Seller will execute joint escrow instructions consistent with the terms of this Agreement (the "Escrow Instructions").

    c. Payment of Purchase Price. Buyer agrees to pay, or cause to be paid, the Purchase Price to Seller through the Escrow Holder by depositing cash or a certified or cashier's check payable to the Escrow Holder, or by electronic transfer of immediately available funds, which must be delivered to the Escrow Holder at least three (3) days before the Closing Date.

    d. As-Is Condition of Properties. Buyer hereby accepts the Properties on an "AS IS WITH ALL FAULTS" basis, in its existing condition and with all faults, and assumes the risk of any and all latent or patent defects in the condition of the Properties. Buyer is not relying on any representation, warranty, covenant or agreement of any kind whatsoever, express or implied, from Seller or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Properties, including without limitation: (i) the quality, nature, adequacy or physical condition and aspects of the Properties; (ii) the quality, nature, adequacy and physical condition of soils, geology and groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities services or roadways serving the Properties; (iv) the development potential of the Properties, and the use, habitability, value or adequacy of the Properties for any particular purpose; (v) the zoning or other legal status or entitlement or lack thereof of the Properties with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of any governmental entity or of any other person or entity; (vi) the presence of any underground storage tank or hazardous materials on, under or about the Properties or the adjoining or neighboring property; (vii) roads and access; or (viii) the economics of the operation of the Properties.

    e. Buyer's Assumption of Risk. Buyer represents and warrants that prior to entering into this Agreement, Buyer has had the opportunity to perform all investigations of the Properties

that Buyer deems to be necessary or appropriate, including: (i) soils and environmental investigations; (ii) zoning, utilities and drainage investigations; (iii) physical site inspections and investigations; (iv) a thorough review of all entitlements and materials relating to the potential development of the Properties; (v) market and economic feasibility investigations; and (vii) information regarding public agencies or authorities having jurisdiction over the Properties, as necessary. Buyer acknowledges that it has satisfied itself as to the suitability, feasibility and all other matters relating to the Properties based solely on its own investigations and analyses and not in reliance on the accuracy or completeness of any information provided by Seller or any of its agents, consultants or contractors.

f. Title. Buyer represents and warrants that it has reviewed and approves all matters relating to the title to the Properties, including the following matters:

   i. As to Mariposa, all matters disclosed by that certain preliminary title report dated July 15, 2020, issued by First American Company, a copy of which is attached hereto as Exhibit C. As to Azalea, all matters disclosed by that certain preliminary title report dated July 20, 2020, issued by First American Company, a copy of which is attached hereto as Exhibit D. Buyer may obtain, at Buyer's sole cost and expense, ALTA surveys of the Properties, in form sufficient to satisfy the requirements of First American Title Company for the issuance of an ALTA owner's policy of title insurance, and copies of which, as well as copies of any updates thereof or supplements thereto, shall be provided by Buyer to Seller promptly upon Buyer's receipt thereof.

   ii. All matters relating to any governmental and other legal requirements relating to the Properties, such as taxes, assessments, zoning and building codes.

   iii. The physical condition of the Properties, including all physical and functional aspects of the Properties, and including an investigation as to the presence of hazardous materials on or under the Properties and the compliance of the Properties with all hazardous materials laws.

g. Release and Indemnity

   i. Effective as of Closing, Buyer waives its right to recover from Seller and forever releases, covenants not to sue and discharges the Seller and related parties from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in this agreement.

   ii. Effective as of Closing, Buyer shall indemnify, defend and hold Seller harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expense or costs whatsoever arising from, relating to, or occasioned in any way by the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.

   iii. The release and indemnity set forth in this agreement, includes claims, liabilities and other matters of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect

Buyer's willingness to enter into the release and indemnification of the Seller. In this connection and to the fullest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer understands and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the release and indemnification set forth in Sections 2.7(a) and 2.7(b) have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller and related parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.

iv. The provisions of this section shall survive the Closing.

California Civil Code Section 1542 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.

By initialing this paragraph, Buyer acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code § 1542 set forth above, and agrees to all of the provisions of this section.

Buyer's Initials: _____

h. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

i. Seller has the power and authority to enter into this Agreement and convey the Properties to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller. This Agreement has been duly authorized, executed and delivered by Seller.

ii. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Seller is subject.

iii. Seller has not granted to any third person an option to purchase all or any portion of the Properties.

i. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

i. Buyer has the power and authority to enter into this Agreement and to execute and deliver the documents referred to herein and to perform hereunder and thereunder on behalf of Buyer. This Agreement has been duly authorized, executed and delivered by Buyer.

ii. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement, nor the compliance with the terms

and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Buyer is subject.

iii. Buyer shall comply with all requirements of the Neighborhood Stabilization Program, including but not limited to all obligations set forth in that certain Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) ("Regulatory Agreement") in favor of Seller, which shall be delivered by Buyer at Closing and recorded concurrently with the Grant Deeds as set forth in this agreement.

3. Conditions to Closing

a. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are, before or at the Closing, subject to each of the following conditions precedent ("Buyer's Closing Conditions"). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

i. Title. On the Closing Date, Seller shall convey to Buyer through Escrow Holder marketable fee simple title to the Properties by execution and delivery of the Grant Deeds, and cause to be delivered to Buyer from the title company two ALTA Owner's Extended Coverage Policies of Title Insurance (or equivalent form acceptable to Buyer) with liability in the amounts of $_____ for Mariposa, and $_____ for Azalea, insuring title to the Properties in Buyer, together with such endorsements as may be reasonably requested by Buyer (the "Title Policies").

ii. Closing Documents. Seller must have delivered to Escrow Holder the documents and funds it is required to deliver through Escrow at Closing.

iii. Physical Condition. The physical condition of the Properties must be substantially the same on the Closing Date as on the Effective Date.

iv. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Seller to Buyer, including approval by Seller's governing body.

b. Seller's Closing Conditions. Seller's obligation to sell the Properties is expressly conditioned on the fulfillment of each of the following conditions precedent at or before the Closing ("Seller's Closing Conditions"). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

i. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.

ii. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow Holder the documents and funds specified in this agreement.

4. Closing.

a. Escrow. Buyer and Seller, upon Escrow Holder's request, agree to execute such Escrow Instructions as are reasonably required to consummate the transaction contemplated by this Agreement.

b. Closing Definitions. The "Closing" means the exchange of money and documents as described herein and will be deemed to have occurred when Seller's Grant Deeds to Buyer have been recorded concurrently with the Regulatory Agreement, the title company is

irrevocably and unconditionally committed to issue the Title Policies, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

c. Closing Date. Seller and Buyer agree that the Closing will occur no later than thirty (30) days after the Effective Date.

d. Seller's Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller and in form and substance reasonably satisfactory to Buyer:

   i. Deeds. The duly executed and acknowledged grant deeds conveying the Properties to Buyer (the "Grant Deeds"); and

   ii. Additional Documents. Such additional documents, including the Escrow Instructions, and funds, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.

e. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:

   i. Purchase Price. The Purchase Price;

   ii. Regulatory Agreement. The duly executed and acknowledged Regulatory Agreement described in the is agreement; and

   iii. Additional Documents. Such additional documents, including signed written Escrow instructions consistent with this Agreement, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.

f. Closing. When the Escrow Holder receives all documents and funds identified in this Article 4, and the title company is ready, willing, and able to issue the Title Policies, the Escrow Holder will close Escrow by:

   i. Recording the Grant Deeds;

   ii. Recording the Regulatory Agreement;

   iii. Issuing the Title Policies to Buyer; and

   iv. Paying the Purchase Price to Seller.

g. Closing Costs. Closing costs shall be allocated as follows:

   i. Escrow Fees. Paid equally by Seller and Buyer.

   ii. Cost of Title Policies. Paid by Buyer.

   iii. Cost of Recording Grant Deeds and All Applicable Documentary Transfer Taxes. Paid by Buyer.

   iv. Other Costs, Charges, and Expenses. Borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with the custom in the county where the Properties are located.

h. Possession. Seller will deliver exclusive right of possession of the Properties to Buyer on the Closing Date.

i. No Broker's Commission. No broker is being used in this transaction and no broker's commission is due.

5. Survival. The obligations of Seller and Buyer under this Agreement shall survive the Closing.

6. Default. In the event of default, the non-breaching party hereunder shall be entitled: (i) to enforce its rights under this Agreement specifically, which right of specific performance is appropriate based upon the unique nature of the Property; (ii) to recover damages and costs by reason of any breach of any provision of this Agreement; and (iii) to exercise all other rights granted by law to such non-breaching party. The parties further agree and acknowledge that the non-breaching party may, in its sole and absolute discretion, exercise any and all other remedies available to it at law or in equity.

7. Notices

   a. Any and all notices and other communications required or permitted to be given under this Agreement shall be in writing and either: (i) personally delivered, in which case notice shall be deemed delivered upon receipt; (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine; (iii) sent by any national recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service; or (iv) sent by United States Postal Service, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

      Buyer:

      Housing Authority of the City of Oxnard
      435 South "D" Street
      Oxnard, CA 93030
      Attn: Brenda Lopez

      Seller:

      City of Oxnard
      305 W. 3rd Street
      Oxnard, California 93030
      Attn: Elsa Brown

   b. Either party may change its address for notice from time to time by notice to the other party in writing to the other in the manner aforesaid; provided that any such notice of change of address shall only be effective upon actual receipt by the other party.

8. Miscellaneous

   a. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

   b. Construction

      i. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

      ii. As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the phrase "but not limited to." The terms "hereof,"

"herein" and "hereunder" and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular article or provision, except as expressly so stated.

iii. It is the intent of the parties that all indemnification obligations of either party set forth in this Agreement shall apply without regard to whether or not (i) the indemnifying party is negligent or otherwise at fault in any respect with regard to the existence or occurrence of any of the matters covered by any such indemnification obligation, or (ii) the indemnifying party otherwise caused or created, or is claimed to have caused or created, the existence or occurrence of any of the matters covered by any such indemnification obligation, whether through its own acts or omissions or otherwise.

c. Business Days; Deadlines. As used in this Agreement and any document executed by any party hereto to another party hereto at the Closing, the term "business days" means all days of the year except Saturdays, Sundays, and the holidays recognized by the Federal Reserve Bank of San Francisco. If a deadline provided in this Agreement or any document executed by any party hereto to another party hereto at the Closing falls on a day other than a business day, such deadline shall be extended until the first business day thereafter.

d. Entire Agreement. This written Agreement, including all Exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained or merged herein. The Exhibits attached hereto are hereby incorporated in and made part of this Agreement.

e. Recording. The parties agree that this Agreement shall not be recorded. If Buyer causes this Agreement or any notice or memorandum thereof to be recorded, this Agreement shall be null and void at the option of Seller.

f. No Continuance. Buyer acknowledges that there shall be no assignment, transfer or continuance of Seller's insurance coverage after the Closing.

g. Time of Essence. Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a business day, in which case the period shall be deemed to run until the next day which is a business day.

h. Original Document. This Agreement may be executed by all parties in electronic counterparts in which event each shall be deemed an original, and all of which shall constitute one and the same agreement.

i. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in Ventura County.

j. Amendment. This Agreement may be amended or modified only by written agreement subsequently executed by Buyer and Seller.

k. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

l. Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party.

[*Signatures appear on following page.*]

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

SELLER: CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

BUYER: HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic

By: _____
Emilio Ramirez, Director

EXHIBIT A

MARIPOSA LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28, TRACT NO. 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON OR MINERAL SUBSTANCES IN, ON AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSES OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SUCH SUBSTANCES.

APN: 139-0-091-045

EXHIBIT B

AZALEA LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 169 OF TRACT 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS LYING BELOW A DEPTH OF 500 FEET, WITH NO RIGHTS OF SURFACE ENTRY IN SAID PROPERTY.

APN: 139-0-095-125

EXHIBIT C

MARIPOSA PRELIMINARY TITLE REPORT

EXHIBIT D

AZALEA PRELIMINARY TITLE REPORT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Oxnard, Housing Department
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

Request recording without fee. Record for the benefit of the City of Oxnard pursuant to Government Code Section 27383

(Space above this line for Recorder's use only)

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(City of Oxnard NSP Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) (this "Agreement") is made as of this ___ day of ____, 2022 by and between the City of Oxnard, a municipal corporation (the "City"), and the Housing Authority of the City of Oxnard, a public body, corporate and politic (the "Owner").

RECITALS

I. In November 2009, the City received Neighborhood Stabilization Program funds (the "NSP Funds") from United States Department of Housing and Urban Development ("HUD") through the California Department of Housing and Community Development ("HCD") under Division B, Title III of the Housing and Economic Recovery Act of 2008 ("HERA"). The NSP Funds must be used by the City in accordance with 75 F.R. 64322 (Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants) (the "NSP Regulations"). Together, HERA and the NSP Regulations are referred to herein as the "NSP Requirements."

II. Except as otherwise prescribed by the NSP Requirements, the statutory and regulatory provisions that govern the Community Development Block Grant ("CDBG") program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301, *et seq*.), as amended (including those at 24 CFR part 570) (the "CDBG Regulations"), apply with equal force to the NSP Funds. The Home Investment Partnerships Act ("HOME") program standards at 24 C.F.R. Part 92 (the "HOME Regulations") define the affordable rents, continued affordability standards, and enforceability mechanisms governing the use of the NSP Funds.

III. The City used the NSP Funds to purchase and renovate several single-family houses. The City subsequently sold the renovated houses to low-income families, and in 2011 and 2012 the City used net proceeds from the sales to purchase and renovate two triplexes, one located at 2051 Mariposa Street, Oxnard, CA 93036, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Mariposa), and one located at 1250 Azalea Street, Oxnard, CA 93036, as more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("Azalea", and collectively with Mariposa, the "Properties"). Because the Properties were purchased using income from the NSP Funds, they remain subject to the NSP Requirements, the CDBG Regulations and the HOME Regulations.

IV. Concurrently with the recording of this Agreement, the City is transferring title to the Properties to the Owner for a purchase price of one dollar ($1), subject to the terms and conditions of this Agreement and the NSP Requirements, including but not limited to the CDBG Regulations and the HOME Regulations.

V. As further consideration for the sale of the Properties and to further obligation of the City to ensure compliance with the NSP Requirements, the Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Properties. The covenants in this Agreement are intended to run with the land and be binding on the Owner and its successors and assigns in the Properties.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned sale of the Properties, the Owner and the City hereby agree as follows:

1) DEFINITIONS

a) "Actual Household Size" means the actual number of persons in the applicable household.

b) "Adjusted Income" means the total anticipated annual income of the Tenant as calculated pursuant to 24 C.F.R. 92.203(b)(1).

c) "LMMH Units" means the Units which, pursuant to Section 3.1 below, may be occupied by Low-, Moderate-, and Middle-Income Households.

d) "Low-, Moderate-, and Middle-Income Household" means a Tenant with an Adjusted Income that does not exceed 120 percent (120%) of Median Income, as defined in the NSP Regulations.

e) "Median Income" means the median gross yearly income, adjusted for Actual Household Size, in the County of Ventura, California, as published from time to time by HUD.

f) "Qualifying Household" means a Tenant that qualifies as a Low-, Moderate- and Middle-Income Household, or Very Low-Income Household, as defined herein.

g) "Qualifying Rent" means the total monthly charges for Rent, which shall not exceed, as the case may be:

i) "Low HOME Rent", defined as Rent that does not exceed 30 percent (30%) of the Adjusted Income of a Tenant whose annual income equals fifty percent (50%) of the Median Income; or

ii) "High HOME Rent", defined as Rent that does not exceed 30 percent (30%) of the Adjusted Income of a Tenant whose annual income equals sixty-five percent (65%) of the Median Income.

h) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or

charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

i) "Tenant" means a household that occupies a Unit in one of the Properties.

j) "Term" means the period beginning on the date of this Agreement and ending on the fifteenth (15th) anniversary thereof.

k) "Unit(s)" means one or more of the residential units in the Properties.

l) "Very Low-Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, as defined in 24 C.F.R 92.2.

m) "Very Low-Income Units" means the Units which, pursuant to Section 3.1 below, are required to be occupied by Very Low-Income Households.

2) TERM AND COMPLIANCE

a) COMPLIANCE WITH NSP REQUIREMENTS. The Owner's actions with respect to the Properties shall at all times be in full conformity with all of the NSP Requirements, including but not limited to the CDBG Regulations and the HOME Regulations.

b) TERM OF AGREEMENT. This Agreement shall commence upon the date of this Agreement and terminate fifteen (15) years thereafter. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage, or any transfer of ownership of the Properties.

3) OCCUPANCY AND RENTS

a) OCCUPANCY OF UNITS. During the Term of this Agreement, the Owner shall take all reasonable steps to ensure all that six (6) Units in the Properties are occupied by Qualifying Households. Of the six (6) Units, at least two (2) Units must be occupied by Very Low-Income Households whose rents do not exceed Low HOME Rent limits, and the remaining four (4) Units may be occupied by Low-, Moderate-, and Middle-Income Households whose rent does not exceed High HOME Rent limits.

b) COMPLIANCE WITH FAIR HOUSING AND DISABILITY LAWS. The Properties shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D.

c) MAXIMUM RENTAL CHARGES. Subject to the provisions of Section 3.5 below, the Rent paid by Tenants of Very Low-Income Units may not exceed the Low HOME Rent, and the Rent paid by Tenants of LMMH Units may not exceed the High HOME Rent.

d) INCOME CERTIFICATION. The Owner shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each Tenant renting any of the Units. The Owner shall make a good faith effort to verify the accuracy of the income provided by the applicant or Tenant, as the case may be, in an income certification. To verify the information, the Owner shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year;

(iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant or Tenant receives assistance from either of such agencies; or (vi) if the applicant or Tenant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications are to be made available to the City upon request.

e) RENT INCREASES; INCREASES IN TENANT INCOMES.

i) Rent Increases. Annual increases in Qualifying Rents shall be calculated based on the change in Median Income published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on any Unit, the Owner shall submit to the City for review and approval a written request for such increase. Tenants shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents, consistent with state law. The City shall approve such request if the increased Qualifying Rents will comply with all applicable NSP Requirements, including but not limited to CDBG Regulations and HOME Regulations.

ii) Increases in Qualifying Household Incomes. In the event that recertification of a previously-Qualifying Household's Annual Income indicates that the Annual Income exceeds the maximum designated for a particular Unit, the Owner may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(i).

4) LEASING THE PROPERTIES

a) TENANT LEASES. In newly leasing the Units, the Owner shall use a form of lease which must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b), must comply with all requirements of this Agreement, and must, among other matters:

i) Provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by the Owner to establish or recertify the Tenant's qualification as a Qualifying Household, or, as applicable, (ii) qualify as a Qualifying Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

ii) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and the Owner, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of the Owner and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 3.5 above.

iii) Provide that any termination of a lease or refusal to renew a lease for a Unit must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than thirty (30) days written notice to the Tenant by the Owner specifying the grounds for the termination.

b) TENANT SELECTION. Tenant selection must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto.

c) NONDISCRIMINATION. The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability,

medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

d) MARKETING PLAN. The Owner shall adopt a plan for marketing the Units, including procedures for affirmative marketing efforts in compliance with fair housing laws and the City's affirmative fair marketing guidelines.

5) PROPERTY MANAGEMENT

a) MANAGEMENT RESPONSIBILITIES. The Owner is responsible for all management functions with respect to the Properties, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Properties.

b) APPROVAL OF MANAGEMENT POLICIES. The Owner shall submit its written management policies with respect to the Properties to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement, and the NSP Requirements, as the same may be amended from time to time.

c) INSPECTION AND RECORDS. The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Properties under the terms of this Agreement. The Owner shall submit all requested records to the City within ten (10) business days of the City's request. The Owner shall permit the City to enter and inspect the Properties for compliance with Owner's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the City to the Owner and to Tenants of any Units. The Owner must include provisions in Tenant leases that allow for City inspections of Units.

d) COMPLIANCE MONITORING. The Owner shall operate the Properties in full compliance with this Agreement and the NSP Requirements, and the same as may be amended from time to time, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the City to conduct annual compliance monitoring, including performing on-site records review and inspections of the Properties, as required by regulation or reasonably requested by City.

e) ANNUAL REPORT. The Owner shall annually submit to the City a report in a form approved by City for the preceding period of January 1st through December 31st or portion thereof, containing the information requested by City so as to allow the City to determine the Owner's compliance with this Agreement. The report shall also state the date the tenancy commenced for each Unit and such other information as the City may be request. Within thirty (30) days after receipt of a written request, Owner shall submit any other information or completed forms requested by the City in order to comply with reporting requirements of HUD, HCD, or the City. The City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Properties or any Unit to determine compliance with this Agreement.

f) FEES, TAXES, AND OTHER LEVIES. The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Properties, and shall pay such charges prior to delinquency.

g) PROPERTY TAX EXEMPTION. The Owner shall not apply for any property tax exemption for the Properties under any provision of law other than California Revenue and Taxation Code Section 214(g) without the City's prior written consent.

h) MAINTENANCE OF EXISTING STRUCTURES. Owner shall maintain the Properties in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. All Units in the Properties must meet the standards set out in 24 CFR 92.251(f) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Properties. City shall have no responsibility over maintenance of the Properties.

6) GENERAL PROVISIONS

a) SUBORDINATION. This Agreement shall be senior and not be subordinate to any deed of trust, note, or agreement, and may be subordinated in priority only as to liens and encumbrances otherwise approved in writing by the City in its sole and absolute discretion.

b) DEFAULT AND REMEDIES In the event of any breach of any agreement or obligation under this Agreement by the Owner, the City shall provide written notice to the Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the City determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. If the Owner fails to perform a timely cure of the specified breach, the City may proceed with any or all of the following remedies upon the Owner's failure to cure:

i) Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

ii) Enter upon, take possession of, and manage the Properties, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Properties;

iii) After notice provided for herein, make such repairs or replacements to the Properties as are necessary and provide for payment thereof; or

iv) Pursue any other remedy allowed at law or in equity.

c) GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

d) TIME. Time is of the essence in this Agreement.

e) CONSENTS AND APPROVALS. Any consent or approval of the City required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the City.

f) NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Owner and the City shall be sufficiently given and shall not be

deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the City as follows:

City:

Housing Authority of the City of Oxnard
435 South "D" Street
Oxnard, CA 93030
Attn: Brenda Lopez

Owner:

City of Oxnard
305 W. 3rd Street
Oxnard, California 93030
Attn: Elsa Brown

g) BINDING UPON SUCCESSORS. This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Owner, and the City, and shall run with the land for the full Term of this Agreement, regardless of any conveyance or transfer of the Properties or portion thereof.

h) RELATIONSHIP OF PARTIES. The relationship of the Owner and the City during the Term of this Agreement shall not be construed as a joint venture, equity venture, or partnership.

i) WAIVER. Any waiver by the City of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of the Owner or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the City to any act or omission by the Owner shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

j) AMENDMENTS AND MODIFICATIONS. Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Owner and the City.

k) SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, City and Owner have caused this Agreement to be executed by their respective duly authorized officers.

CITY: CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

OWNER: HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic

By: _____
Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

By: _____
Stephen Fischer, General Counsel

CERTIFICATE OF ACKNOWLEDGMENT

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)

) ss.

COUNTY OF _____)

On _____, before me, _____, 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 of Notary Public (Place Notary Seal Above)

CERTIFICATE OF ACKNOWLEDGMENT

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)

) ss.

COUNTY OF _____)

On _____, before me, _____, 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 of Notary Public (Place Notary Seal Above)

CERTIFICATE OF ACKNOWLEDGMENT

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)

) ss.

COUNTY OF _____)

On _____, before me, _____, 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 of Notary Public (Place Notary Seal Above)

Exhibit A

Legal Description of Mariposa

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28, TRACT NO. 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON OR MINERAL SUBSTANCES IN, ON AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSES OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SUCH SUBSTANCES.

APN: 139-0-091-045

Exhibit B

Legal Description of Azalea

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28, TRACT NO. 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON OR MINERAL SUBSTANCES IN, ON AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSES OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SUCH SUBSTANCES.

APN: 139-0-091-045

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE HOUSING DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE SALE OF THE RESIDENTIAL REAL PROPERTIES LOCATED AT 2051 MARIPOSA STREET AND 1250 AZALEA STREET

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements to facilitate the sale of two residential real properties currently owned by the City of Oxnard (the "City") located at 2051 Mariposa Street and 1250 Azalea Street (the "Properties") to the Housing Authority of the City of Oxnard (the "Housing Authority") and to ensure that the Properties will be rented to very low-, low-, and moderate-income individuals and families as required by the rules and regulations established by the Neighborhood Stabilization Program ("NSP Requirements"); and

WHEREAS, in furtherance of the sale of the Properties the City Council desires to approve and authorize the Housing Director, or designee, to execute a Purchase and Sale Agreement ("PSA") by and between the City and the Housing Authority wherein the City will sell the Housing Authority the Properties in consideration of one dollar ($1); and

WHEREAS, in furtherance of the sale of the Properties the City Council desires to approve and authorize the Housing Director, or designee, to execute a Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) ("Regulatory Agreement") by and between the City and the Housing Authority wherein the Housing Authority shall agree to own and operate the Properties in compliance with the NSP Requirements; and

WHEREAS, in furtherance of the sale of the Properties the City Council desires to approve and authorize the Housing Director, or designee, to execute two Grant Deeds transferring ownership of the Properties to the Housing Authority concurrently with the recordation of the Regulatory Agreement; and

WHEREAS, the City Council has determined that the approval of this Resolution and the acts authorized therein is covered by the General Rule Exemption set forth in Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations that exempts those projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As such, the approval of this Resolution is exempt from preparing an environmental document pursuant to the California Environmental Quality Act; and

WHEREAS, the City Council hereby finds and declares that this Resolution is being adopted by the City pursuant to the powers granted to the City.

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

1. The City Council hereby finds and declares that the above recitals are true and correct.

2. The City Council approves and authorizes the City's Housing Director or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) the PSA; (ii) the Regulatory Agreement; (iii) the Grant Deeds; and (iv) any

other agreements for the purpose of selling the Properties and ensuring the Housing Authority's ongoing compliance with the NSP Requirements.

3. That the City Clerk is directed to prepare and file a Notice of Exemption with the County Clerk.

4. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NUMBER _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND AUTHORIZING ITS EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH AUTHORITY'S GENERAL COUNSEL RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE PURCHASE OF THE RESIDENTIAL REAL PROPERTIES LOCATED AT 2051 MARIPOSA STREET AND 1250 AZALEA STREET

WHEREAS, the Housing Authority of the City of Oxnard (the "Authority") is authorized by Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the "Act") to prepare, carry out, acquire, lease, finance and operate housing projects for persons of low income and to enter into agreements for the purpose of developing and providing financing for the development of affordable rental housing facilities located within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements necessary to purchase two residential real properties currently owned by the City of Oxnard (the "City") located at 2051 Mariposa Street and 1250 Azalea Street (the "Properties") and to ensure that the Properties will be rented to very low-, low-, and moderate-income individuals and families as required by the rules and regulations established by the Neighborhood Stabilization Program ("NSP Requirements"); and

WHEREAS, in furtherance of the purchase of the Properties, the Authority deems it necessary to (i) enter into a Purchase and Sale Agreement ("PSA") by and between the City and the Authority, wherein the City will sell the Authority the Properties in consideration of one dollar ($1); and (ii) a Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) ("Regulatory Agreement") by and between the City and the Authority, wherein the Authority shall agree to comply with the NSP Requirements; and

WHEREAS, the PSA and the Regulatory Agreement have been placed on file with the Authority prior to this meeting and are available for public inspection and review; and

WHEREAS, the Authority has determined that the approval of this Resolution and the acts authorized therein is covered by the General Rule Exemption set forth in Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations that exempts those projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As such, the approval of this Resolution is exempt from preparing an environmental document pursuant to the California Environmental Quality Act; and

WHEREAS, the Authority hereby finds and declares that this Resolution is being adopted by the Authority pursuant to the powers granted under the Act.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.

2. The Authority hereby approves the purchase of the Properties and authorizes Authority's officers to take all needed actions in consultation with Authority's General Counsel relative to (i) the PSA, (ii) the Regulatory Agreement, and (iii) any other agreements for the purpose of purchasing and operating the Properties.

3. That the Executive Director is directed to prepare and file a Notice of Exemption with the County Clerk.

Passed and adopted this ___ day of _____, 2022, by the following vote:

AYES:

NAYS:

ABSENT:

_____
John C. Zaragoza, Chairman

ATTEST:

_____
Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen Fischer, General Counsel

Purchase of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street by the Oxnard Housing Authority from the City of Oxnard

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
October 25, 2022

CITY OF OXNARD CALIFORNIA

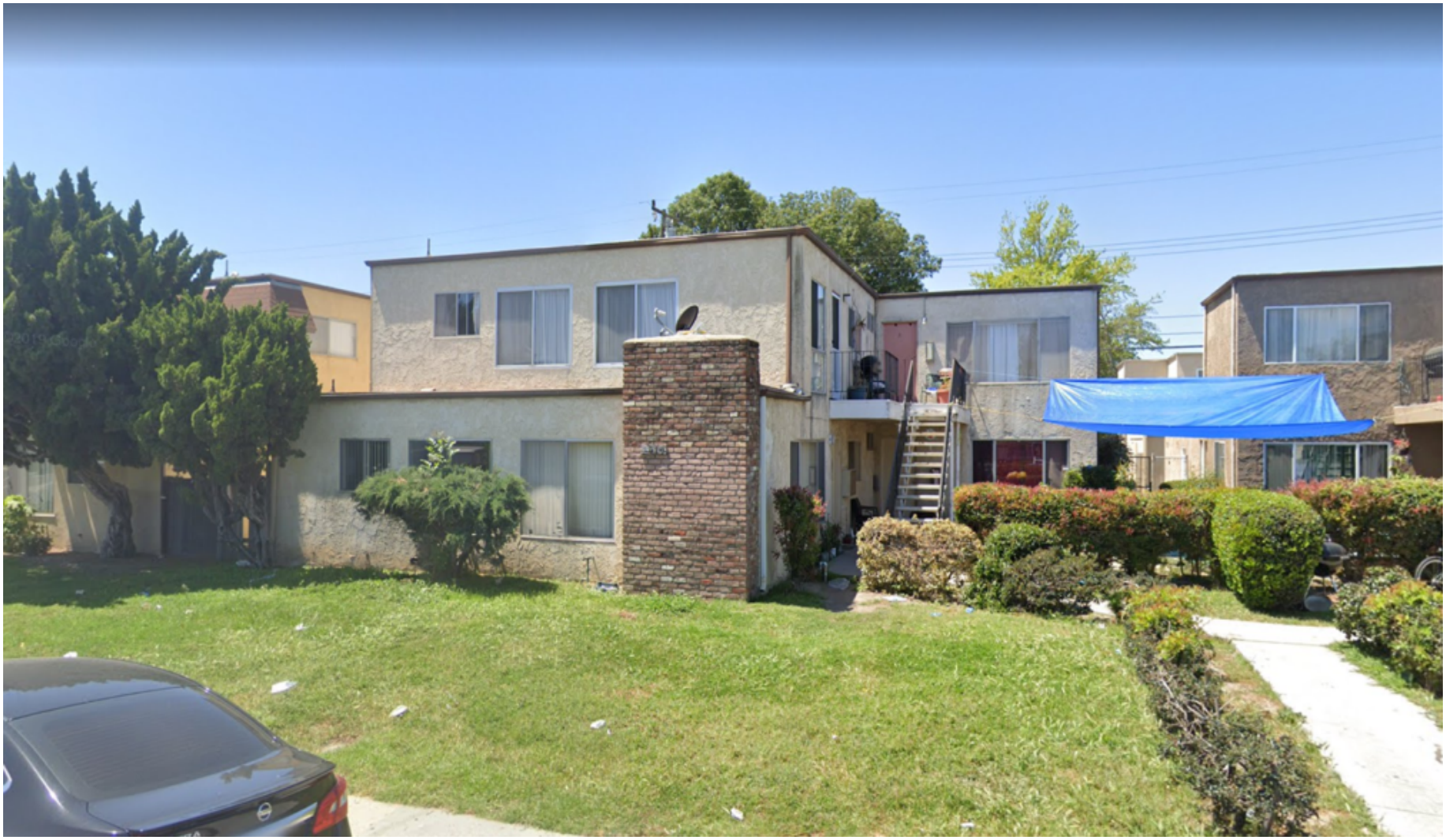
Neighborhood Stabilization Program

NSP

Neighborhood

Stabilization Program

2015 Mariposa Street



1250 Azalea Street

Recommendation

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

1. Adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
2. Authorize the transfer of $183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
3. Authorize the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

Recommendation

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
2. Accept the transfer of $183,720.32 from Fund 219 from the City of Oxnard; and
3. Accept the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) from the City of Oxnard.

CITY OF
OXNARD
CALIFORNIA

End of Presentation

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

REPORTS
AGENDA ITEM NO. D.3

DATE: October 25, 2022

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

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

SUBJECT: Pleasant Valley Window Replacement Project for Public Housing Units located at Squires Drive and Tervino Terrace. (10 minutes)

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 $1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant to replace windows at the Pleasant Valley Village public housing site.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/zE7Q7l7vzFQ

BACKGROUND

The Pleasant Valley Village public housing site has 100 units. In recent years, a majority of the residents have reported issues with their windows, including condensation and difficulty with opening and closing. In addition, some of the replacement parts necessary to repair the windows are no longer available. Based on the condition of the existing windows and lack of parts needed for repairs, staff recommends replacing all windows. The proposed project involves replacing all of the windows with energy-efficient vinyl windows (approximately 950 windows).

This project was included in the current Capital Fund Program Five-Year Action Plan of the Housing Authority of the City of Oxnard.

ANALYSIS

The City of Oxnard and the Housing Authority of the City of Oxnard are members of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a general contractor for the proposed project.

Newton Construction & Management submitted a proposal in the amount of $1,017,512.98. The proposed scope of work includes:

1. Remove and dispose of all existing windows

2. Replace all windows with Milgard, or equivalent

3. Provide onsite storage container

4. Provide and install sealant and interior trim for each window

5. Provide and install insect screens for each window installed

6. Clean windows once installed

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

The funding for this item will be from the Housing Authority Capital Fund Grant of 2022. The Capital Fund allocation to the Housing Authority of the City of Oxnard was $2,535,857. After deducting debt service, management fees and the cost of this agreement the remaining fund balance will be $866,617. There is no impact to any City Fund.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement Number A-8498
2. PowerPoint Presentation

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8498**
Name of Contractor: Newton Construction & Management Inc.
Address: 2436 Broad Street, San Luis Obispo, CA 93401

Project description: Pleasant Valley Window Replacement (CAL 31-4)

This Capital Improvement Contract (**"Contract"**) is made at Oxnard, California, as of this 23rd day of September 2022 between the City of Oxnard Housing Authority, called herein the **"Authority"**, and the above-named contractor (**"Contractor"**) for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the Final Detailed Scope of Work submitted for the Pleasant Valley Window Replacement Project. Authority shall pay Contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **$1,017,512.98**.

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

a. Change Orders
b. Contract Amendments –
c. This Contract
d. Amendments to HUD Form 5370-C
e. HUD Form 5370 General Conditions for Non-Construction Contracts – Public Housing Programs
f. Specifications
g. Plans
h. Permits
i. Contractor's bid proposal and list of subcontractors (if applicable).
j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
k. Insurance as required by the specifications and applicable law.
l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly form any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **120 working days** from material delivery.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

CITY OF OXNARD

HOUSING AUTHORITY

_____
John C. Zaragoza
Chairman

NEWTON CONSTRUCTION & MANAGEMENT INC.

_____
Eric William Newton
President

APPROVED AS TO FORM:

_____
Stephen M. Fischer,
Housing General Counsel

APPROVED AS TO INSURANCE:

_____
Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

_____
Rhonda Hodge
Contract Administrator

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.
No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:
The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:
The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:
The contractor is expected to complete the job in not to exceed one hundred-sixty **(120) working days**.

Construction Debris:
Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin
The contractor shall provide bins and/or containers for temporary storage.

Warranty:
The contractor shall warranty the work for a period of **One (1) year** against workmanship and a full lifetime warranty for the windows by the manufacturer.

Final Walkthrough, and Sign off:
The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of each unit at the job site. Upon approval, the contractor may partially bill the Housing Authority for that completed unit. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

EXHIBIT A

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R7-GB01-123021-NCM

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number:	106782.00	Work Order Date:	08/01/2022
Work Order Title:	Oxnard Housing - Pleasant Valley Window Replacement		
Owner Name:	City of Oxnard Housing Authority	Contractor Name:	Newton Construction & Management
Contact:	Fredi Contreras	Contact:	Darin Terrazas
Phone:	805-890-8319	Phone:	805-544-5583

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R7-GB01-123021-NCM.

Brief Work Order Description:

Window replacement

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $1,017,512.98

Owner Purchase Order Number:

Approvals

City of Oxnard Housing Authority — Date: 8/3/2022

Darin Terrazas
Newton Construction & Management — Date: 09/01/2022

Sourcewell GORDIAN®

Detailed Scope of Work

To: Darin Terrazas
Newton Construction & Management
2436 Broad St
San Luis Obispo, CA 93401
805-544-5583

From: Fredi Contreras
City of Oxnard Housing Authority
1470 E Colonia Rd
oxnard, CA 93030
805-890-8319

Date Printed: August 01, 2022

Work Order Number: 106782.00

Work Order Title: Oxnard Housing - Pleasant Valley Window Replacement

Brief Scope: Window replacement

☐ **Preliminary** ☐ **Revised** [X] **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Plesant Valley Window Replacement

- Contractor to Demo/remove and dispose of all existing windows, and replace with Milgard, or equivalent. Submittals for Owner approval will be provided. Approximately 950 windows, however a supplemental job order will be issued to handle any additional or descoped window quantities.
- Contractor to provide onsite storage containers for storage of materials.
- Contractor to provide and install sealant and interior trim for each window.
- Contractor to provide and install insect screens for each window installed.
- Contractor to clean windows upon completion of installation for each window.

Clarifications and Exclusions

1. Work to be performed during normal working hours, does not include after hours or weekend/Holiday work.
2. Moving furniture is not included in this proposal.
3. Oxnard Housing Authority to coordinatewith tenants to have 3' clearance in front of all windows prior to installation.
4. Coordination and notification to tenants is the responsibility of Oxnard Housing Authority. Contractor will provided updated schedules to allow for proper notifications.

Subject to the terms and conditions of JOC Contract **CA-R7-GB01-123021-NCM**.

Darin Terrazas
Newton Construction & Management

09/01/2022
Date

City of Oxnard Housing Authority

8/3/2022
Date

Contractor's Price Proposal - Summary

Date: August 01, 2022

Re:

IQC Master Contract #:	CA-R7-GB01-123021-NCM
Work Order #:	106782.00
Owner PO #:	
Title:	Oxnard Housing - Pleasant Valley Window Replacement
Contractor:	Newton Construction & Management
Proposal Value:	$1,017,512.98

Bond	**$21,903.41**
Dumpster	**$8,419.64**
Hauling	**$36,057.40**
Mobilization	**$631.28**
Scaffold	**$71,769.16**
Screen	**$45,393.23**
Storage	**$929.78**
Trim	**$143,256.96**
Window	**$689,152.12**
Proposal Total	**$1,017,512.98**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 01, 2022

Re:

IQC Master Contract #:	CA-R7-GB01-123021-NCM
Work Order #:	106782.00
Owner PO #:	
Title:	Oxnard Housing - Pleasant Valley Window Replacement
Contractor:	Newton Construction & Management
Proposal Value:	$1,017,512.98

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Bond

1	01 22 16 00 0002			EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$21,903.41

	Quantity		Unit Price		Factor	=	Total
Installation	19,912.19	x	1.00	x	1.1000	=	21,903.41

2% Bond Fee

Subtotal for Bond **$21,903.41**

Dumpster

2	01 74 19 00 0016			EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material	$8,419.64

	Quantity		Unit Price		Factor	=	Total
Installation	9.00	x	809.97	x	1.1550	=	8,419.64

Approx. 106 windows per load.

Subtotal for Dumpster **$8,419.64**

Hauling

3	01 22 23 00 1391			MO	1-1/2 Ton Capacity, 8' To 10' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	$36,100.68

	Quantity		Unit Price		Factor	=	Total
Installation	2.00	x	15,628.00	x	1.1550	=	36,100.68

Used for transporting new windows to closest parking area for each housing unit. Used modifier to account for time that vehicle goes unused

4	01 22 23 00 1391	0039		MOD	For Equipment Without Operator, Deduct	-$16,134.74

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	-13,969.47	x	1.1550	=	-16,134.74

5	01 66 19 00 0047			CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'	$8,045.73

	Quantity		Unit Price		Factor	=	Total
Installation	1,080.00	x	6.45	x	1.1550	=	8,045.73

Hauling materials from Flat Bed Truck to housing units.360 CY material x 375 FT.

6	01 66 19 00 0073			CY	Transfer Demolition Debris Distances Greater Than 125', Per CY Of Material Per 125'	$8,045.73

	Quantity		Unit Price		Factor	=	Total
Installation	1,080.00	x	6.45	x	1.1550	=	8,045.73

Hauling demolished materials from housing units to dumpster 360 CY material x 375 FT

Subtotal for Hauling **$36,057.40**

Mobilization

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106782.00
Work Order Title: Oxnard Housing - Pleasant Valley Window Replacement

Mobilization

7	01 71 13 00 0002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						$631.28
			Installation	Quantity 2.00	x	Unit Price 273.28	x	Factor 1.1550	= Total 631.28
			Equipment + scaffolding mobilization/demob						

Subtotal for Mobilization **$631.28**

Scaffold

8	01 54 23 00 0005	CCF	Scaffolding With Bracing Accessories - Area Based On 3' Wide Sections (CCF / Month)						$2,923.07
			Installation	Quantity 60.00	x	Unit Price 42.18	x	Factor 1.1550	= Total 2,923.07
			30 CCF per month for 2 months.						
9	01 54 23 00 0007	CCF	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories						$68,846.09
			Installation	Quantity 1,332.00	x	Unit Price 44.75	x	Factor 1.1550	= Total 68,846.09
			37 2-story units(2-sides = 74). 40 LF x 15 Ft. x 3 Ft. = 1800 CF or 18 CCF. 74 x 18 CCF = 1332						

Subtotal for Scaffold **$71,769.16**

Screen

10	08 53 66 00 0003	EA	>6 To 9 SF, Insect Screen For Vinyl Windows						$45,393.23
			Installation	Quantity 950.00	x	Unit Price 41.37	x	Factor 1.1550	= Total 45,393.23
			950 New insect screens.						

Subtotal for Screen **$45,393.23**

Storage

11	01 52 13 00 0031	MO	8' x 8' x 20' Storage Container						$929.78
			Installation	Quantity 4.00	x	Unit Price 201.25	x	Factor 1.1550	= Total 929.78
			Storage of windows, per owner 2 containers for 2 months						

Subtotal for Storage **$929.78**

Trim

12	06 65 00 00 0042	LF	3/4" x 3/4" Quarter Round Trim, Plastic Molding						$143,256.96
			Installation	Quantity 16,150.00	x	Unit Price 5.74	x	Factor 1.1550	= Total 107,069.66
			Demolition	16,150.00	x	1.94	x	1.1550	= 36,187.31
			Trim at interior of windows. Average 17 LF of trim per window, 950 windows						

Subtotal for Trim **$143,256.96**

Window

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106782.00
Work Order Title: Oxnard Housing - Pleasant Valley Window Replacement

Window

13	08 53 13 00 0547	EA	>93" To 101" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)							$389,554.36
				Quantity		Unit Price		Factor		Total
			Installation	550.00	x	550.86	x	1.1550	=	349,933.82
			Demolition	550.00	x	62.37	x	1.1550	=	39,620.54
			Demo/Remove 550 old windows. Install 550 new windows.							
14	08 53 13 00 0548	EA	>101" To 110" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)							$299,597.76
				Quantity		Unit Price		Factor		Total
			Installation	400.00	x	581.49	x	1.1550	=	268,648.38
			Demolition	400.00	x	66.99	x	1.1550	=	30,949.38
			Demo/Remove 400 old windows. Install 400 new windows.							

Subtotal for Window **$689,152.12**

Proposal Total **$1,017,512.98**

This total represents the correct total for the proposal Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968;
24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions,s earching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (*without* maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Pleasant Valley Window Replacement Project

Emilio Ramirez, Director of Housing & Redevelopment
Housing Authority of the City of Oxnard

Community Services, Public Safety, Housing & Development Committee
October 25, 2022

CITY OF OXNARD CALIFORNIA

BACKGROUND

1. The proposal is to replace all existing windows at the Pleasant Valley Village public housing site

2. There is a total of 100 public housing units with approximately 950 windows

3. The windows will be upgraded to vinyl windows which are also energy-efficient

4. This proposed project was included in the currently adopted Capital Fund Program Five-Year Action Plan

RECOMMENDATIONS

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 $1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant for Window Replacement.

CITY OF
OXNARD
CALIFORNIA

End of Presentation

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

REPORTS
AGENDA ITEM NO. D.4

DATE: October 25, 2022

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

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

SUBJECT: Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property for the future development of affordable housing in the Meta Street area. (10 minutes)

RECOMMENDATION

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

1. The City Council adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;

2. The Board of Commissioners adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and

3. The City Council approve a budget appropriation of $212,740 from the Affordable Housing In-Lieu Fund.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/yvpYk55gP3E

BACKGROUND

On November 17, 2020, the Oxnard Community Development Commission Successor Agency (Successor Agency) authorized the Executive Director or designee to execute Agreement No. A-8247 with the Oxnard Housing Authority (OHA) for property located in the City of Oxnard at the northeast corner of 6th and Meta Streets and on 7th Street between Oxnard Blvd. and Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130) for the purpose of constructing affordable housing (the Properties). On October 5, 2021, staff presented the Successor Agency and the Board of Directors of the OHA with a Purchase and Sale Agreement (PSA) for the sale of the four Successor Agency owned properties, which was approved 7-0.

In order to move forward with the PSA, staff also had to seek approval from the Ventura County Consolidated Oversight Board and the California Department of Finance (DOF). Approval to enter into the PSA was

received on October 27, 2021 from the Ventura County Consolidated Oversight Board and in a letter from the DOF dated November 19, 2021, the DOF provided no objection to the Successor Agency's request to enter into the PSA.

On July 28, 2022, the Board of Commissioners of the Housing Authority of the City of Oxnard and the Successor Agency upheld their prior decisions to enter into a PSA for the OHA's purchase of the Properties. On September 12, 2022, the Successor Agency and the OHA opened escrow as required by the PSA.

Under the terms of the PSA the OHA and the Successor Agency must close escrow by December 30, 2022 and all conditions required to close escrow must be satisfied by December 29, 2022. One of the conditions required to close escrow includes the OHA's deposit of $212,740, the combined purchase price of the Properties, into an escrow account held by the escrow holder. The following table lists the Successor Agency's Long-Range Property Management Plan value of the Properties included in the PSA, as well as the sale price of each parcel:

APN	**LRPMP Value**	**Purchase Price**
201-0-213-140	$36,500	$36,500
201-0-213-130	$90,260	$90,260
201-0-272-030	$42,990	$42,990
201-0-272-020 (4)	$42,990	$42,990
	TOTAL PURCHASE PRICE	**$212,740**

The October 5, 2021 Staff Report, indicated staff would 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 to seek authorization to execute a Grant Agreement between the City and the OHA. The Grant Agreement was envisioned to be the tool to award the OHA the funds necessary to purchase the Properties

DISCUSSION

Rather than a Grant Agreement, staff is now proposing a Loan Agreement for the purchase of the Properties because staff recommends imposing performance requirements, which require default protections such as recapture of the real property. The proposed loan will function similar to a grant because it will be forgivable and not require repayment. The proposed funding source for the loan is Affordable Housing In-Lieu funds in the amount of $212,740. Staff is currently working in conjunction with the City Attorney's office to prepare loan documents and related resolutions to seek Council authorization to issue the loan to the OHA.

The proposed terms of the Loan Agreement by and between the City and the OHA are summarized below and would be presented to the City Council in final form for consideration if the loan and proposed loan terms are recommended by the Community Services, Public Safety, Housing & Community Development Committee.

The loan will be inclusive of the following documents:

1. Loan Agreement

2. Promissory Note

3. Deed of Trust

The proposed Loan would have 0% interest, require that the affordable housing that is constructed on the Properties be made available to households with annual incomes at or below 80% of the Area Median Income for Ventura County, and would be automatically forgiven on the date the OHA conveys the Properties to a developer for construction of affordable housing. If approved by Council, the Loan Agreement would be executed by the City Manager or designee and the Housing Director on behalf of OHA. The Promissory Note and Deed of Trust would be executed by the Housing Director on behalf of the OHA.

Once the Properties have been acquired by the OHA, it is the intent of the OHA to work closely with the Housing Department to develop a plan for constructing affordable housing on the Properties and then select a developer to construct affordable housing on the Properties. Selection of the developer will require the City's approval.

Next Steps

Once the Loan Agreement documents have been executed, the Deed of Trust to the Loan Agreement will need to be recorded when the property is conveyed to the OHA. In order to close escrow on time, the OHA will deposit $212,740 with the escrow holder and the Grant Deed to the PSA will be executed by the City Manager or Designee and the Housing Director and be submitted to the escrow holder on or before to December 29, 2022 for recordation. Upon the close of escrow on December 30, 2022 the OHA will become the new owner of the properties.

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

Staff is requesting City Council approval of a budget appropriation of $212,740 from the Other Dev. Fees Fund - Housing In-Lieu Fees (Fund 360, Org. 70508105, Obj. 53600 - Housing Assist Loan Grant, Project M23XX) to pay for the acquisition cost of the four properties that the OHA is purchasing from the Oxnard Community Development Commission Successor Agency. The current available Housing In-Lieu Fees fund balance (Sub-Fund 7050) is: $2,337,941.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase and Sales Agreement and Grant Deed
2. PowerPoint Presentation

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.

COUNCIL APPROVED
10-05-2021 J1(1)
DATE

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. Severability

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. Survival of Representations and Warranties

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

XXVI. Time of Essence

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. Saturdays, Sundays, and Holidays

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. Waiver

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: Ashley Golden
Name: Ashley Golden
Its: Assistant Executive Director

APPROVED AS TO FORM:
By: Sodel C Mooney
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

"PURCHASER"
OXNARD HOUSING AUTHORITY,
a public body, corporate and politic
By:
Name: EMILIO RAMIREZ
Its: HOUSING DIRECTOR

APPROVED AS TO FORM:
By: 10/4/2021
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]

Agreement No. A-8372

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 _____

Loan Agreement by and between the City of Oxnard and the Oxnard Housing Authority

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
October 25, 2022

CITY OF OXNARD CALIFORNIA

BACKGROUND

- On October 5, 2021, the Successor Agency and the Board of Directors of the Oxnard Housing Authority (OHA) authorized entering into a Purchase and Sale Agreement (PSA) for the sale of the four Successor Agency owned properties (collectively, the Properties).

- On October 27, 2021 the Ventura County Consolidated Oversight Board also approved execution of the PSA and in a letter dated November 19, 2021 the California Department of Finance did not provide any objection to the Successor Agency's request to enter into the PSA.

- On July 28, 2022, the Board of Commissioners of the Housing Authority of the City of Oxnard and the Successor Agency upheld their prior decisions to enter into a Purchase and Sale Agreement for the OHA's purchase of the Properties.

- On September 12, 2022, the Successor Agency and the OHA opened escrow as required by the PSA.

BACKGROUND

- Under the terms of the PSA the OHA and the Successor Agency must close escrow by December 30, 2022 and all conditions required to close escrow must be satisfied by December 29, 2022.

- One of the conditions required to close escrow includes the OHA's deposit of $212,740 into an escrow account held by the escrow holder, this amount reflects the full purchase price of the Properties.

BACKGROUND

The following table lists the Successor Agency's Long Range Property Management Plan value of the parcels included in the PSA, as well as the sale price of each parcel:

APN (lot number from slide 7)	LRPMP Value	Purchase Price
201-0-213-140 (1)	$36,500	$36,500
201-0-213-130 (2)	$90,260	$90,260
201-0-272-030 (3)	$42,990	$42,990
201-0-272-020 (4)	$42,990	$42,990
	TOTAL PURCHASE PRICE	**$212,740**

SUCCESSOR AGENCY PROPERTIES

Successor Agency Properties being purchased by the OHA

LOAN AGREEMENT

- Loan Agreement would be inclusive of the following documents: Promissory Note and Deed of Trust
- Loan Amount: $212,740
- Source of Funds: Affordable Housing In-Lieu Housing Fund
- Required use: Properties must be developed with affordable housing reserved for households with incomes at or below 80% AMI
- Interest: 0%
- Term: Loan is automatically forgiven on the date the OHA conveys the Properties to a developer for the construction of the Affordable Housing. Selection of the developer will require the City's approval.

NEXT STEPS

- If Council approves the Loan Agreement all Loan Documents will need to be fully executed in order for the OHA to receive the funds from the Loan Agreement.

- Once the OHA receives the loan funds necessary to close escrow, the OHA will need to submit payment for the Properties to the escrow holder and the Deed of Trust to the Loan Agreement will need to be recorded concurrently with the transfer of the Properties to the OHA.

- The Grant Deed to the Purchase and Sale Agreement will need to be executed by the City Manager or Designee and the Housing Director and submitted to the escrow holder on or before December 29, 2022 for recordation on or before December 30, 2022, then OHA will own the Properties.

RECOMMENDATION

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

1. The City Council adopt a resolution of the City Council of the City of Oxnard approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;

RECOMMENDATION

2. The Board of Commissioners adopt a resolution of the Board of Commissioners of the Housing Authority of the City of Oxnard approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and

2. The City Council Approve a budget appropriation of $212,740 from the Affordable Housing In-Lieu Fund to issue the loan funds.

CITY OF
OXNARD
CALIFORNIA

End of Presentation