



Meeting Date: October 17, 2006

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s) _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s) _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Richard R. Bryan

Agenda Item No. I-2

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) \_\_\_\_\_

DATE: September 29, 2006

TO: Community Development Commission

FROM: Curtis P. Cannon, Community Development Director  
Community Development Department

Brian D. Rindler (for)

SUBJECT: **Oxnard Union High School District Loan Agreement for Improvements to the Southwinds Campus at 527/531 West Hueneme Road**

**RECOMMENDATION**

That Community Development Commission approve and authorize the Chairman to execute a loan agreement with Oxnard Union High School District in the amount of \$33,190 for improvements to the District's Southwinds campus at 527/531 West Hueneme Road.

**DISCUSSION**

The Oxnard Union High School District (OUHSD) Southwinds Adult Education campus at 527/531 West Hueneme Road serves 344 students with 248 students from South Oxnard and 35 students from Southwinds. English as a second language is the school's main curriculum with other subjects such as vocational masonry being offered.

On June 13, 2006 the Community Development Commission (CDC) approved providing the OUHSD a forgivable loan for improvements to the OUHSD Southwinds facility and appropriated \$35,000 in funding for the project. On August 18, 2006 the OUHSD Board of Trustees approved the district entering into the loan agreement.

The OUHSD is investing \$92,236 in the project and the CDC is being requested to approve a \$33,190 loan for a total project cost of \$125,426. The loan makes it possible for the OUHSD to install two new 400 watt parking lot light poles and fixtures, repair and add additional exterior building security lighting, paint the building exterior and replace nine front windows damaged with graffiti.

**FINANCIAL IMPACT**

A total of \$35,000 has been appropriated for this project and is being held in Account No. 403-8620-827.86-03 for Project 068602.

rb603sw

Attachment #1 - Loan Agreement

**000029**

## LOAN AGREEMENT

### BETWEEN OXNARD COMMUNITY DEVELOPMENT COMMISSION AND OXNARD UNION HIGH SCHOOL DISTRICT

This Loan Agreement ("Agreement") is made and entered into this 30th day of August, 2006 by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION ("CDC") and the OXNARD UNION HIGH SCHOOL DISTRICT ("Owner").

#### WITNESSETH:

**WHEREAS**, pursuant to California Redevelopment Law, CDC has funds available for the purpose of financially assisting the partial rehabilitation of substandard property located in neighborhoods in the Southwinds Project Area (the "Project Area"); and

**WHEREAS**, Owner is engaging in the rehabilitation of certain property in the Project Area.

**WHEREAS**, CDC is willing to make a loan to Owner on the terms and conditions set forth herein.

**NOW, THEREFORE**, CDC and Owner agree as follows:

1. CDC shall loan to Owner the amount of \$33,190 (the "Loan") to finance rehabilitation work of property located at Owner's Southwind Campus located at 527 to 531 West Hueneme Road, Oxnard, California.
2. Funds shall be disbursed only if Owner commences the rehabilitation of Property within 90 days of the date first written above, and only if Owner complies with all provisions of this Agreement.
3.
  - a. Exhibit A sets forth the scope of work to be accomplished by Owner. Exhibit A contains both a scope of work to be accomplished with the Loan and a scope of work to be accomplished with other funds. All work shall comply with the requirements of the City Code.
  - b. CDC shall monitor the rehabilitation work for compliance with the scope of work.
  - c. Funds will be disbursed to Owner upon completion of all work in the scope of work.

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d. Owner represents and agrees that Owner and Owner's contractors, subcontractors and agents have and will comply with all laws concerning the rehabilitation work, including laws with respect to the payment of prevailing wage.

4. Owner shall execute a promissory note ("Note") to evidence the Loan. The Note shall be for a term of five years and shall provide that 20% of the Loan shall be forgiven at the end of each twelve month period from the date of the Note after an inspection by CDC determines that Owner has properly maintained Property in accordance with all City codes and has continuously used the Property for the purpose set forth in Exhibit B.

5. a. Owner, its successors, its assigns and every successor in interest to Property or any part thereof, covenants and agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, age, marital status, race, color, creed, religion, disability, medical condition, familial status, sexual orientation, national origin, ancestry, or retaliation for having filed a discrimination complaint in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of Property nor shall Owner or any person claiming under or through Owner 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, sublessee, or vendees of the Property.

b. Owner also agrees to comply with the Americans with Disabilities Act ("ADA").

6. Owner shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of sex, age, marital status, race, color, creed, religion, disability, medical condition, familial status, sexual orientation, national origin, ancestry, or retaliation for having filed a discrimination complaint. All deeds, leases or contracts used by Owner shall contain substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through grantee, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, age, marital status, race, color, creed, religion, disability, medical condition, familial status, sexual orientation, national origin, ancestry, or retaliation for having filed a discrimination complaint 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 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, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through lessee that 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 sex, age, marital status, race, color, creed, religion, disability, medical condition, familial status, sexual orientation, national origin, ancestry, or retaliation for having filed a discrimination complaint in the leasing, subleasing,

renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through lessee establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants or vendees in the land herein leased.”

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of sex, age, marital status, race, color, creed, religion, disability, medical condition, familial status, sexual orientation, national origin, ancestry, or retaliation for having filed a discrimination complaint in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through transferee, 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, sublessee or vendees of the land.”

7. Any person aggrieved under paragraphs 5 or 6 herein and asserting that discrimination has occurred may file a complaint with the State Department of Fair Employment and Housing pursuant to California Government Code sections 12980 et. sq. or a civil action in a court of law pursuant to California Civil Code sections 52 et. seq.

8. [Intentionally omitted]

9. [Intentionally omitted]

10. a. Owner agrees to indemnify, hold harmless and defend CDC, its Board of Commissioners, and each member thereof, and every officer, employee, representative or agent of CDC, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Owner or its agents, employees, consultants, consultants and other persons acting on Owner’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 Owner or its agents, employees, consultants, consultants and other persons acting on Owner’s behalf would be held strictly liable. This indemnity specifically, without limitation, applies to any claims made concerning the payment of prevailing wages.

b. Owner’s obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Owner is obligated to indemnify and hold harmless.

c. Owner shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-C, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Owner obtain and maintain such insurance coverages.

d. Owner shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-C.

e. The CDC shall be named as an additional insured on all coverages. Maintenance of proper insurance coverages by Owner or failure to provide evidence of renewal is a material breach of this Agreement.

11. Owner agrees that this Agreement contemplates personal performance by Owner or Owner's contractors, subcontractors, agents and/or employees. Assignment of any or all rights, duties, or obligations of Owner under this Agreement will be permitted only with the express written consent of the Community Development Director, which consent may be withheld for any reason.

12. By executing this Agreement, Owner certifies that Owner has read the foregoing, and understands and agrees each and every provision. Owner further certifies that Owner understands that Owner's present and future legal rights and liabilities are affected by this Agreement and that Owner is free to consult an attorney regarding any matters related to this Agreement.

13. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest, lessees, and assigns of Owner and CDC.

14. Owner and CDC agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the General Counsel's Office) and expenses, including investigation fees, and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

15. CDC and Owner agree that this Agreement constitutes the entire agreement of the parties Regarding the subject matter described here and superseded all prior communications, agreements, and promises, either oral or written.

**OXNARD COMMUNITY  
DEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Thomas E. Holden, Chairman

**OXNARD UNION HIGH  
SCHOOL**

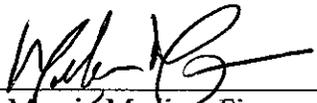
By: Randy Winton  
Randy Winton, Assistant  
Superintendent, Business Services

**APPROVED AS TO FORM:**

By: [Signature]  
Gary D. Gillig, General Counsel

**000033**

APPROVED AS TO INSURANCE:

By:   
\_\_\_\_\_  
Marcie Medina, Finance Director

APPROVED AS TO CONTENT

By:   
\_\_\_\_\_  
Curtis P. Cannon, CDC Director

## EXHIBIT A

### Scope of Work

#### CDC Financed Work:

• Add two new parking lot light poles with four 400 watt lights	\$13,995
• Remove old awning and install new aluminum awning	\$ 9,261
• Paint the front & back of the building and install previously purchased sign letters	\$ 4,600
• Replace outside roof lighting for the parking lot, repair water damaged lights, replace emergency lights, check all electrical outlets/switches and install energy saving hallway sensor switches	\$ 4,818
• Replace nine front windows that were graffiti damaged	<u>\$ 516</u>
Total:	\$33,190

#### Other Work:

• Repair and rewire the interior electrical. Add exterior lighting and electrical outlets for the back of the building	\$13,496
• Repair locks and doors	\$ 1,382
• Replace bathroom mirrors	\$ 1,376
• Repair rear fence and replace side fences	\$ 6,985
• Repair air conditioning system	\$ 1,801
• Replacement flooring	\$15,312
• Replace front entrance, remove extra door sand walls and install certain walls	\$29,850
• Install gutters (estimate)	\$ 1,200
• Repair plumbing for bathrooms and exterior	\$ 4,300
• Activate and test the fire sprinkler system	\$ 2,081
• Install fire alarm and security alarm	<u>\$14,453</u>
Total:	\$92,236
Grand Total:	\$125,426

#### Schedule of Performance

All work shall be completed on or before November 30, 2006 ("Completion Date"). All Owner request to extend the Completion Date shall be in writing and approved by the CDC.

## **EXHIBIT B**

The Property shall be used for educational purposes, specifically for English as a Second Language courses, Vocational Skills Services, citizenship classes and vocational trade programs.