



Meeting Date: 07 / 15 / 08

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: Deborah Jones Agenda Item No. I-3
 Reviewed By: [Signature] City Manager [Signature] City Attorney [Signature] C. Sabatini
 Finance [Signature] Other (Specify) for CS

DATE: June 30, 2008

TO: Housing Commission

FROM: Ernest Whitaker, Interim Housing Director
Housing Department

SUBJECT: Residential Bulk Services Agreement with Time Warner

RECOMMENDATION

That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement Number 4399-08-HO; a five (5) year Residential Bulk Services Agreement with Time Warner for the purpose of providing cable television services to 780 public housing units.

DISCUSSION

The Housing Authority provides basic cable services to public housing residents, the cost of which is included in the resident's monthly rental charge. Time Warner is currently providing cable services to the Housing Authority based on a prior agreement with Adelphia Cable which is no longer in business. The term of this agreement has expired and both parties seek to enter into a new agreement reflecting the new ownership, rates and terms of service.

FINANCIAL IMPACT

The new agreement will increase the monthly cost to the Housing Authority from \$4.34 per unit to \$6.00 per unit, resulting in a net increase of \$1.66 per unit per month plus all applicable taxes. Costs incurred by the Housing Authority will be reimbursed by residents as part of their rent payments, effective upon the approval of the agency plan amendment by HUD on or about April 1, 2008.

Attachment #1 - Time Warner Residential Bulk Services Agreement

RESIDENTIAL BULK SERVICES AGREEMENT

EFFECTIVE DATE: July 11, 2008

AGREEMENT NUMBER: 4399-08-HO

PARTIES:

Operator:

Time Warner NY LLC, through its Los Angeles
North Division, d/b/a Time Warner Cable
Business Development Department
Attention: Vice President
1511 Cravens Avenue
Torrance, CA 90501

Owner:

[PROPERTY OWNER'S LEGAL NAME]

Oxnard Housing Authority

435 S. D Street

Oxnard, California 93030

Contact Person: Rick Shear, Asset Manager

Telephone: 805-385-7889

Facsimile: 805-385-8203

(above address is for notices and payments)

PROPERTY:

[PROPERTY NAME]

Oxnard, Housing

435 S. D Street, Oxnard, CA 93030

Number of Units: 780

On-Site Contact Person: Rick Shear, Asset Mgr.

Telephone: 805-385-7889

Facsimile: 805-385-8203

RECITALS

- Owner owns or is building the multi-unit residential complex(es) referred to above (including the underlying land, the "Property"), as further described in the legal description set forth on Exhibit A.
- Owner and Operator desire to make the Services available to residents of the Property ("Residents") in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

Owner and Operator agree as follows:

1. OPERATOR'S SERVICE OBLIGATIONS.

1.1 **Services.** The term "Services" means the services described below.

- (A) **Bulk Multi-Channel Video Services.** Owner hereby grants Operator the right to offer Bulk Multi-Channel Video Services to Residents. "Bulk Multi-Channel Video Services" means the package of multi-channel cable television and other video-and/or-sound services provided over the System (as defined below), as set forth on Exhibit B.
- (B) **Additional Services.** Owner hereby grants Operator the right to offer and provide Additional Services to Residents on a non-exclusive basis. "Additional Services" means any services other than the Bulk Multi-Channel Video Services that can be provided to the Property over the System (including

Operator's package of multi-channel video services billed individually to Residents after the Initial Term and any Extension Terms).

1.2 Installation of System (as Applicable). To the extent necessary and at Operator's sole expense, Operator will design, construct, install and/or upgrade the System in accordance with industry standards, Laws and Regulations (as defined below), and a construction plan and schedule agreed upon by Owner and Operator, if required by Owner. "System" means all equipment, facilities, wiring (including internal building wiring and external distribution wiring), conduit, and molding that Operator installs or upgrades on the Property, that Operator provides for installation by Owner or a third party at the Property, or that exist on the Effective Date and that are or may be used by Operator to deliver the Services, regardless of whether any such items (including wiring) are in use at any given time.

1.3 Maintenance of System; Restoration of Property. At Operator's sole expense, Operator will (A) maintain, repair and operate the System in accordance with industry standards and Laws and Regulations and (B) repair and restore all portions of the Property damaged by Operator (regardless of whether such damage occurred during installation, upgrading, repair, or removal of the System) to its condition immediately prior to such damage.

2. BULK MULTI-CHANNEL VIDEO SERVICES FEE; FEES FOR ADDITIONAL SERVICES.

Owner shall pay to Operator the Bulk Multi-Channel Video Services fee as set forth on Exhibit B. Owner acknowledges that Operator (and its designated affiliates) is the sole provider of the Services under the terms of this Agreement, and that Owner is not a reseller or provider of the Services. Owner shall not reference the amount payable by Owner or Residents for the Services in any materials provided to Residents or prospective Residents (e.g., charges for Services shall not be specified in invoices, bills, rental documentation, etc.), unless such amounts are specified by Operator in the marketing materials provided by Operator. Without specifying the amount, Owner may state that charges for the Bulk Multi-Channel Video Services are included as part of a Resident's monthly rental charges. Residents will be billed for taxes, franchise fees, and other fees assessed in conjunction with any Additional Services. In no event will Owner be responsible for any fees or charges incurred by Residents for Additional Services.

3. OWNERSHIP AND USE OF SYSTEM DURING TERM.

Operator will own and have the exclusive right to access, control, maintain, upgrade and operate the System (including the molding and other conduit housing the wiring of the System without alteration by Owner or third parties), except for any conduit, risers, raceways or other spaces where the System is located that are owned by Owner or a third party, in which case (as between Owner and Operator) Owner shall own such items and Owner hereby grants to Operator the non-exclusive right to access, use and maintain such items during the Term. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with any part of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property.

4. OWNER'S OBLIGATIONS.

4.1 Grant of Easement; Termination of Easement. At the time of signing this Agreement, Owner will execute an Easement and Memorandum of Agreement in the form attached, which may be recorded by either party at any time. Upon the expiration or proper earlier termination of this Agreement as permitted hereby, and upon Owner's request, Operator promptly will execute a reasonable Termination of Easement and Memorandum of Agreement that Owner may record to evidence the termination of this Agreement and the Easement and Memorandum of Agreement.

4.2 Grant of Exclusive Rights. Owner hereby grants to Operator (A) the exclusive right for the first five years of the Term, and the non-exclusive right thereafter, to design, construct, install, operate, maintain, upgrade, and remove a system at the Property for the provision of multi-channel video services, (B) the exclusive right for the first five years of the Term, and the non-exclusive right thereafter, to offer and provide multi-channel video services to Residents, (C) the exclusive right during the Term to market multi-channel video services to Residents, and (D) the non-exclusive right during the Term to market, through both onsite and offsite means, offer and provide Additional Services to Residents. If Laws and Regulations in effect as of the Effective Date prohibit Owner from granting or Operator from obtaining exclusive rights under this Section or Section 4.4(A), then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such Laws and Regulations. During the term of this Agreement, Owner shall not contract with any other provider of services to purchase services under a bulk-buy arrangement for Multi-Channel Video Services, High Speed Data Service, or Telephony Services.

4.3 Marketing.

- (A) During the Term, Owner shall exclusively market the Bulk Multi-Channel Video Services to Residents and prospective Residents. During any applicable exclusivity period, Owner shall not, and Owner shall not permit other parties (including other service providers) to, (i) promote, market, solicit for or sell services that compete with the Bulk Multi-Channel Video Services, (ii) take any action (or make any omission), directly or indirectly, that is designed to or has the effect of encouraging or facilitating Residents to choose another provider's services that compete with the Bulk Multi-Channel Video Services, or (iii) install additional equipment or facilities or upgrade existing equipment or facilities to enable such other provider to provide services that compete with the Bulk Multi-Channel Video Services.
- (B) To the extent provided by Operator, Owner will cause its rental agents to provide Residents and prospective Residents with Operator's current marketing materials describing the Services and display Operator's marketing and sales materials in leasing offices and common areas (the location of which shall be determined in Owner's discretion). In addition, Owner will allow Operator to periodically host an event on the Property, at Operator's expense and at a time and location acceptable to Owner, to introduce Services to Residents and prospective Residents.

5. TERM.

The initial term of this Agreement commences on the Effective Date and shall continue in effect for a period of five (5) years. After the Initial term, a new agreement will be negotiated, unless either party notifies the other at least 60 days before the expiration of the initial term or any renewal term, as the case may be, that it does not wish to extend the Agreement. The initial term and any extensions thereof are collectively referred to as the "Term".

6. REPRESENTATIONS AND WARRANTIES.

- 6.1 **Owner's Representations and Warranties.** Owner represents and warrants to Operator that (A) Owner is the sole legal and equitable owner of the Property; (B) no purchase contracts exist with respect to the Property; (C) the legal description attached to this Agreement is the complete, accurate and current legal description for the Property; (D) Owner's correct taxpayer identification number is set forth under Owner's information at the head of this Agreement; (E) the Property is not part of a bankruptcy proceeding, foreclosure action, deed-in-lieu-of-foreclosure transaction, or similar proceeding; (F) Owner has the full power and authority to negotiate, execute, deliver and perform this Agreement and the Easement and Memorandum of Agreement; (G) the party signing this Agreement and the Easement and Memorandum of Agreement is duly authorized to execute and deliver such documents on behalf of Owner; (H) Owner owns and/or has the right to grant to Operator hereunder the right to use all parts of the System not owned by Operator (including any third party wiring, molding or components) as contemplated by this Agreement, if any; and (I) there are no agreements, understandings or intentions with or between Owner and any other party that conflict with this Agreement.
- 6.2 **Operator's Representations and Warranties.** Operator represents and warrants to Owner that (A) Operator has the full power and authority to negotiate, execute, deliver and perform this Agreement; (B) the party signing this Agreement is duly authorized to execute and deliver the Agreement on behalf of Operator; (C) Operator currently has, and will maintain during the Term, all required licenses, permits and approvals necessary to permit Operator to operate the System and provide the Services; and (D) there are no agreements, understandings or intentions with or between Operator and any other party that conflict with this Agreement.

7. DEFAULT AND REMEDIES.

- 7.1 **Default.** In addition to the other breaches or defaults specified in this Agreement, a "default" exists under this Agreement if (A) Owner or Operator fails to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement and then does not cure such failure within 30 days (or such other time period specified in this Agreement) after receiving notice from the other party that reasonably details such breach, or (B) Owner fails to pay any invoices provided by Operator when due and payable more than two times in any 12-month period, without any requirement of notice or cure.
- 7.2 **Remedies.** Except as specifically provided otherwise in this Agreement, the parties shall be entitled to seek all remedies available at law or in equity with respect to a breach or default under this Agreement by the other, and such rights and remedies shall be cumulative. If Owner defaults pursuant to Section 7.1(B), then, in addition to other remedies available to Operator, Operator may elect to provide its package of multi-channel video services on an individually-billed basis directly to Residents during the remaining Term.

8. LIMITATION OF WARRANTIES AND LIABILITY.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

9. INDEMNIFICATION.

9.1 From Operator. Operator will defend, indemnify, and hold harmless Owner and, as applicable, Owner's shareholders, members, partners, directors, managers, officers, employees, contractors, agents, representatives and affiliates (collectively, "**Related Parties**") from and against all claims, liabilities, losses, costs or damages, including reasonable attorney and other fees and costs relating to the investigation and defense of such matters (collectively, "**Losses**"), incurred by Owner or its Related Parties that result from (A) Operator's design, construction, installation, operation, or maintenance of the System, (B) Operator's provision of Services, or (C) Operator's breach of its representation and warranties in Section 6.2.

9.2 From Owner. Owner will defend, indemnify and hold harmless Operator and, as applicable, Operator's Related Parties from and against all Losses incurred by Operator or its Related Parties that result from (A) damage to any part of the System caused by Owner or its Related Parties, (B) any claim arising out of Owner's operation of the Property, or (C) Owner's breach of its representations and warranties in Section 6.1

10. OWNERSHIP AND REMOVAL OF SYSTEM AFTER TERM.

After this Agreement has expired or been properly terminated as permitted hereby, Operator shall retain ownership of, and for 90 days after such expiration or termination be entitled at Operator's option and expense to remove, abandon, disable, or sell all of the respective components of, the System.

11. MISCELLANEOUS PROVISIONS.

11.1 Notices. All notices, requests, approvals, demands, consents and other communications that are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by facsimile, courier, registered or certified mail (postage prepaid), overnight delivery or in person to a party's address stated at the head of this Agreement. Such notice shall be effective, (A) if sent by facsimile, when confirmation of transmission is received, or (B) otherwise, upon actual receipt or rejection by the intended recipient. Either party may change its address by giving notice to the other party in accordance with this Section.

11.2 Force Majeure. Despite anything to the contrary in this Agreement, neither party will be liable or in breach of or default under this Agreement for any delay or failure of performance resulting directly from anything beyond the reasonable control of the non-performing party (a "**Force Majeure Event**"), including, but not limited to, acts of God; acts of civil or military authority; acts of a public enemy; war; terrorism; severe weather, earthquakes, or floods; fires or explosions; governmental action or regulation; strikes, lockouts, or other work interruptions or labor shortages; supplier shortages; transportation and delivery delays; or blocked access rights. Payment of monies due shall not be subject to Force Majeure Events. So long as the non-performing party diligently and continuously attempts to cure the non-performance caused by the Force Majeure Event (giving consideration to the effect of the Force Majeure Event on such party's overall business operations), the time for performance shall be extended commensurate with the duration of the Force Majeure Event.

11.3 Compliance with Laws and Regulations; Choice of Law. The terms of this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the parties shall comply with, all applicable federal, state and local laws and regulations (including the rules and regulations of governmental and regulatory authorities with jurisdiction over the parties), and, with respect to Operator only, the requirements of Operator's franchise agreement for the Area (collectively, "**Laws and Regulations**"). This Agreement is governed by and shall be interpreted under the Laws and Regulations of the state in which the Property is located (the "**State**"), other than such Laws and Regulations that would result in the application of the Laws and Regulations of a jurisdiction other than the State. The parties hereby submit to the *in personam* jurisdiction of the State and to venue in the applicable State courts.

- 11.4 **Severability.** If any portion of this Agreement is rendered invalid or otherwise unenforceable under Laws and Regulations or by a governmental, legal or regulatory authority with jurisdiction over the parties, then the remainder of this Agreement will continue in full force unless such continuance will deprive one of the parties of a material benefit intended hereunder or frustrate the main purpose(s) of this Agreement. In such event, the party that has been deprived of such material benefit ("**Affected Party**") may notify the other, and the parties promptly thereafter shall use their reasonable best efforts to replace or modify the invalid or unenforceable provision with a provision that, to the extent not prohibited by Laws and Regulations, achieves the purposes intended under the invalid or unenforceable provision.
- 11.5 **Scope of Agreement; Modifications.** This Agreement constitutes the entire agreement between Owner and Operator with respect to, and supersedes all other agreements relating to, the subject matter contained herein. This Agreement can be modified or changed only by a written instrument signed by both parties. A party's waiver of enforcement of any of the terms or conditions of this Agreement will be effective only if in writing. The relationship between Owner and Operator is that of independent contractors, and not one of principal and agent, joint venture or partnership.
- 11.6 **Enforcement Costs.** If either party sues or brings any other type of enforcement action in connection with this Agreement, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in connection with such enforcement.
- 11.7 **Headings; Exhibits.** Headings are for reference only and do not affect the interpretation of this Agreement. All exhibits and addendum are fully incorporated into this Agreement by their reference herein.
- 11.8 **Survival.** The terms of Articles 8 through 11 and Sections 12.3 and 12.6 will survive the expiration or termination of this Agreement for any reason.
- 11.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is considered an original.

The parties have caused their duly authorized representatives to sign this Agreement effective as of the Effective Date.

Time Warner NY LLC, through its Los Angeles
North Division, d/b/a Time Warner Cable

By:  _____

D. Rush Blakely, III
Vice President
Regional Business Development

[PROPERTY OWNER'S LEGAL NAME]

Oxnard Housing Authority

By: _____

Name: Ernest Whittaker

Title: Interim Housing Director

APPROVED AS TO FORM:



Gary L. Gillig
City Attorney

**EXHIBIT A
TO
RESIDENTIAL BULK SERVICES AGREEMENT**

Legal Description of the Property

Property Name, Property Street Address

CAL 31-1 “The Courts”

100 – 228 N. MARQUITA STREET	101- 134 AMELIA COURT
100 – 164 BERNARDA COURT	100 – 163 CARMELITA COURT
100 – 163 DOLORES COURT	100 – 163 ELIZA COURT

CAL 31-2 “Felicia Court”

1201 – 1363 FELICIA COURT

CAL 31-3 “Colonia Village”

420 – 440 N. JUANITA STREET	420 – 441 N. MARQUITA STREET
421 – 441 GLORIA COURT	1020 – 1344 COLONIA ROAD

CAL 31-4 “Pleasant Valley Village

801 – 836 TREVINO TERRACE	5101 – 5245 SQUIRES DRIVE
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CAL 31-7 “Scattered Sites”

1341 – 1387 ALTHEA COURT	2940 – 3026 CONCORD DRIVE
640 – 666 CUESTA DEL MAR	230 – 257 FASHION PARK
1330 – 1356 FREMONT WAY	215 – 237 HILL STREET

EXHIBIT B
TO
RESIDENTIAL BULK SERVICES AGREEMENT

Description of Bulk Multi-Channel Video Services and Fee

BULK MULTI-CHANNEL VIDEO SERVICES

The Bulk Multi-Channel Video Services will be Operator's basic (broadcast) analog channel lineup generally provided to subscribers in the same geographic area in which the Property is located. Subject to Laws and Regulations, Operator shall be entitled to add to, delete from, move channel positions, and otherwise modify the Bulk Multi-Channel Video Services in its sole discretion from time to time, but the level of Bulk Multi-Channel Video Services shall at all times remain reasonably comparable to the level of Bulk Multi-Channel Video Services offered by Operator as of the Effective Date. The Bulk Multi-Channel Video Services will also include the following: **input as necessary (HBO, etc.)**

BULK MULTI-CHANNEL VIDEO SERVICES FEE

The Bulk Multi-Channel Video Services (broadcast) fee shall be **\$6.00** per unit at the Property per month (plus applicable taxes and fees), regardless of whether such units are occupied. The Bulk Multi-Channel Video Services fee does not include Operator's provision of consumer grade equipment to Residents to receive the Bulk Multi-Channel Video Services, if necessary, which shall be billed for and paid by Residents. Operator shall be entitled to raise the Bulk Multi-Channel Video Services fee once annually upon 30 days prior written notice to Owner. Any such increase in the Bulk Multi-Channel Video Services fee will be subject to a maximum of 4%.

During the Term, Operator will bill Owner for the Bulk Multi-Channel Video Services on a monthly basis in advance and payment by Owner shall be due within 30 days after the date of such invoice; provided that Owner shall not be required to pay any invoice more than 30 days prior to the month to which such invoice applies. If Operator fails to present an invoice prior to the first day of the month for which Bulk Multi-Channel Video Services are being provided, such failure shall not constitute a waiver of the Bulk Multi-Channel Video Services Fee, and Owner promptly shall pay such invoice when delivered by Operator.

Send bills to: Oxnard Housing Authority
 435 S. D Street
 Oxnard, CA 93030

EXHIBIT C
TO
RESIDENTIAL BULK SERVICES AGREEMENT
Between
Time Warner Cable and Oxnard Housing Authority

(Accounts-unit count)

Account numbers	Amount of units
1) 8448200230316134	260
2) 8448200230042946	100
3) 8448200230045691	100
4) 8448200230047077	50
5) 8448200230044660	12
6) 8448200230042953	20
7) 8448200230312273	20
8) 8448200230091174	100
9) 8448200230312281	24
10)8448200230042961	12
11)8448200230242132	12
12)8448200230316126	80
Total units	780

ATTACHMENT 1
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EXHIBIT D
TO
RESIDENTIAL BULK SERVICES AGREEMENT
 Between
 Time Warner Cable and Oxnard Housing Authority

(Channel Line-up)

BROADCAST BASIC	
ch	
2	CBS
3	KEYT
4	KNBC
5	KTLA
6	KBEH
7	KABC
8	WGN
9	KCAL
10	GOV
11	KTTV
12	LOCAL
13	KCOP
14	QVC
16	KFTR
17	KTBN
18	KSCI
19	KXLA
20	PUBLIC
21	KVEA
22	KWHY
23	KVMD
24	KRCA
25	LOCAL
26	THE WEATHER CH
27	KAZA
28	KCET
29	KDOC
30	KPXN
31	KLCS
32	KHIZ
33	KJLA
34	KMEX
35	KOCE
36	LEASED
81	HSN
97	KCET
98	C-SPAN

Time Warner Cable reserves the right to add or delete channels from the line-up.

ATTACHMENT 1
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RECORDED REQUESTED BY AND RETURN TO:
TIME WARNER CABLE
BUSINESS DEVELOPMENT DEPARTMENT
1511 CRAVENS AVENUE
TORRANCE, CA 90501

EASEMENT AND MEMORANDUM OF AGREEMENT

1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (as defined below), for \$10, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **Oxnard Housing Authority** ("Grantor") grants to **Time Warner NY LLC, through its Los Angeles North Division, d/b/a Time Warner Cable** ("Grantee"), its successors and assigns, a non-exclusive easement on, over, under, across and through Grantor's property and all its improvements (as described in the attached *Exhibit A*) (the "Property"), together with all rights of access, ingress and egress for the purposes stated hereafter (the "Easement"). The Easement is for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, market, maintain, upgrade, repair, replace, and remove a system (including internal and external wiring, poles, conduit, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of multi-channel video, television, entertainment, high-speed data, Internet access, and other services that may be delivered over the System to the Property and any other properties that can be served by such System, all as more fully provided in the Residential Bulk Services Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). The location of the Easement shall be as set forth in the drawings attached to *Exhibit A*, or, in the absence of such drawings, three feet on either side of the System as actually built. During the term of the Agreement and this Easement, Grantee shall own, and Grantee shall have the exclusive right to access, control, maintain, upgrade and operate, the System, regardless of whether any System components (including wiring) are in use at any given time. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Ownership and removal of the System after the expiration or proper earlier termination of the Agreement and this Easement shall be pursuant to the Agreement. Grantor will also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but will not allow such other easements to cause unreasonable interference with this Easement.

Grantee will have and hold the Easement, together with every right and appurtenance connected to it, for an initial term of five years and for so long thereafter as Grantee is providing services to the Property under the Agreement. Upon the natural expiration of the Agreement or proper earlier termination of the Agreement by Grantor for Grantee's uncured breach under the Agreement, this Easement automatically will terminate after an additional 90-day continuation period solely for the purpose of allowing Grantee to remove its System as permitted by the Agreement. Grantor, its successors and assigns hereby agree to warrant and forever defend the Easement to Grantee--as well as its successors and assigns--against every person who claims any part of it.

This Easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.

In the case of any disturbance of the landscape by a construction upgrade or the removal of the system at the property, Time Warner Cable will restore that part of the landscaping to the same or a better condition than it was in before the work began.

2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee certain exclusive rights to market and provide multi-channel video services and high-speed data and Internet access service and the right to provide additional services to residents of the Property.

DATED EFFECTIVE AS OF: JULY 11, 2008

Oxnard Housing Authority

By: _____

Name: Ernest Whittaker

Title: Interim Housing Director

State of _____)
) ss:
County of _____)

This instrument was acknowledged before me by _____ as the _____
_____ of _____ on _____
_____, 2008.

Witness my hand and official seal.

Notary Public

[SEAL]

ADDENDUM TO RESIDENTIAL BULK SERVICES AGREEMENT
Between

The Housing Authority and Time Warner Cable

This Addendum to Residential Bulk Services Agreement ("Addendum") modifies the Residential Bulk Services Agreement ("Agreement") as set forth herein.

1. Exhibit "C" to the Agreement contains twelve account numbers. The first account number is 8448200230316134, pertaining to 260 units commonly known as "31-1, the Courts." The Housing Authority has entered into agreements which will cause the disposition and demolition of these 260 units in phases. New housing units, which will replace the 260 units will be constructed and operated by a nonprofit developer and houser. As the 260 units are vacated, they will no longer be subject to or a part of the Agreement. The Owner will provide Operator 60 days notice in writing of the date upon which service to particular blocks of units should be terminated. It is anticipated that blocks of 50 or more units will be terminated at a time. Operator will terminate service pursuant to such notice and remove such plant and equipment from the premises as it wishes to preserve. The Owners will not pay further charges for a unit subject of the notice after the stated termination date and Operator agrees that equipment left in place more than 60 days after the date of termination of service may be destroyed.

2. Section 4.2 of the Agreement entitled "Grant of Exclusive Rights" provides that the Owner will grant Operator certain exclusive rights to provide the services to Operator, provided that Owner and Operator agree that, as stated in section 4.2, these rights are limited by federal, state and local laws which may prohibit the granting of such exclusive rights, and which may compel Owner to provide Tenants a means of access to multi-channel video services and other services made available by competitors of Operator. Operator also agrees and acknowledges that Owner cannot control the conduct of Owner's tenants with respect to obtaining services from others similar to those provided by Operator and that federal regulations, such as those of the Department of Housing and Urban Development may supersede the provisions of paragraph 4.2.

3. Section 4.3 (A) of the Agreement provides in part:

"Owner shall not permit other parties (including other service providers) to promote, market, solicit for or sell services that compete with the Bulk Multi-Channel Video Services or (II) take any action or make any omission), directly or indirectly that is designed to or has the effect of encouraging or facilitating Residents to choose another provider's services that compete with the Bulk Multi-Channel Video Services or (III) install additional equipment or facilities or upgraded equipment or facilities to enable such other provider to provide services that compete with the Bulk Multi-Channel Video Services.

Operator understands and agrees that the obligations of this paragraph are obligations of Owner, and that the obligations are limited to the Owner's control over its own "Related Parties," and not any other persons, including residents of public housing units.

(A). Also, the references in paragraphs 4.2 to paragraph 4.4 (A) are deemed references to this paragraph 4.3

4. Section 9.2 of the Agreement contains certain language pursuant to which Owner agrees to defend and indemnify Operator from certain losses. The parties agree that Owner is not responsible for and shall not be required to indemnify and hold harmless Operator from the conduct of persons other than Owner and Related Parties. In particular, and without limitation, Owner shall not be required to indemnify or hold harmless Operator for any conduct of tenants, guests, or others using Housing Authority property.

5. HUD required clauses are hereby incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

OWNER

OPERATOR

By: _____

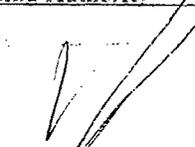
By:  _____

Its: Oxnard Housing Authority

By: D. Rush Blakely, III

Vice President

Regional Business Development



Gillig
Attorney

ATTACHMENT 1

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