



Meeting Date: 11/16/2010

| 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: Kymerly Horner *K.H.* Agenda Item No. I-4

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other N/A

DATE: November 2, 2010

TO: City Council
Community Development Commission

FROM: Curtis P. Cannon
Community Development Director *Kymerly Horner (for)*

SUBJECT: Amendment to Agreement with Economic Development Corporation of Oxnard for Additional Downtown Services

RECOMMENDATION

That the Community Development Commission:

1. Approve and authorize the Chairman to execute an amendment to Agreement No. A-6520 ("Agreement") between the City of Oxnard ("City"), the Community Development Commission ("CDC") and the Greater Economic Development Corporation of Oxnard ("EDCO"), providing for a one-time addition of funds of \$85,000 to the EDCO budget amount provided for in Sections 2 and 3 of the Agreement.
2. Approve a Special Budget Appropriation for \$85,000 from the Fund Balance of the Central City Redevelopment Project Area ("CCRP").
3. Approve the payment of additional funds of \$85,000 to EDCO to cover the cost of the additional services.

That the City Council:

1. Approve and authorize the Mayor to execute an amendment to the Agreement between the City, CDC and EDCO, providing for a one-time addition of funds of \$85,000 to the EDCO budget amount provided for Sections 2 and 3 of the Agreement.
2. Approve the payment of additional funds of \$85,000 to EDCO to cover the cost of the additional services.

DISCUSSION

In March 2010, the City staff negotiated a scope of work and fee for NGI, INC. (“Consultant”) to provide business development services for the benefit of downtown Oxnard. Staff then requested EDCO to manage the one-year project, in order to better integrate and coordinate Consultant’s assignments with those already underway by the Oxnard Downtown Management District (ODMD), which EDCO manages. EDCO agreed and has been doing so since March, under a contract with NGI, INC. The cost of Consultant’s work is \$75,000 plus a \$10,000 allowance for expenses, and the term extends to the end of February 2011.

The City/CDC Agreement with EDCO provides in Section 2, Scope of Services, that “the proposed program of work for the EDCO may be amended in writing at any time by the City Manager/Executive Director and the EDCO President.” The action recommended here would ratify the expanded scope of services, i.e., Consultant’s projects, and would increase the City/CDC funding to EDCO through the Agreement on a one-time basis to reflect the additional work.

FINANCIAL IMPACT

The cost of Consultant’s assignment is \$75,000 for professional services for one year, plus an allowance for \$10,000 in expenses associated with the work. If approved, payment to EDCO would be taken from the CCRP Fund Balance. Approval of this item will not have an impact to the City’s General Fund.

Attachment # 1- Second Amendment to Agreement No. A-6520 and Exhibit A

Attachment # 2- Agreement No. A-6520

Attachment # 3- Special Budget Appropriation

**SECOND AMENDMENT TO AGREEMENT WITH THE GREATER OXNARD
ECONOMIC DEVELOPMENT CORPORATION**

This Second Amendment to Agreement No. A-6520 ("Agreement") by and between the City of Oxnard ("City"), The Oxnard Community Development Commission ("CDC") and the Economic Development Corporation of Oxnard ("EDCO") amends Agreement as set forth below. The Agreement previously has been amended by a first amendment extending the term of the agreement to June 30, 2015.

City, CDC and EDCO agree as follows:

1. In addition to the Scope of Services and Funding provided for in Sections 2 and 3 of the Agreement, the City/CDC shall make to EDCO a one-time additional payment of \$85,000 to compensate EDCO for payments made and to be made by EDCO to consultant NGI, INC. to implement the Scope of Services attached hereto as Exhibit A.
2. All other terms of the Agreement remain in full force and effect.

City of Oxnard

Community Development Commission

By _____

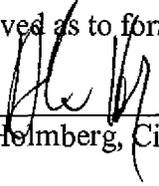
By _____

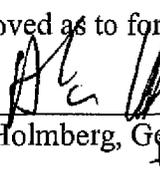
Dr. Thomas E. Holden, Mayor

Dr. Thomas E. Holden, Chairman

Approved as to form

Approved as to form

By  _____
Alan Holmberg, City Attorney

By  _____
Alan Holmberg, General Counsel

Attest:

Attest:

By _____
Daniel Martinez, City Clerk

By _____
Daniel Martinez, Executive Secretary

Greater Oxnard Economic Development Corporation

By _____
Steve Kinney, President

Approved to as Insurance

By _____
James Cameron, Risk Manager

Exhibit A

NGI, INC. – SCOPE OF SERVICES

March 1, 2010 – February 28, 2011

Responsibility: Downtown Oxnard Promotional and Entrepreneurial Development

Contractor shall provide professional services to insure completion of the projects listed below. Scope may be amended with EDCO consent, to incorporate new opportunities that may be of greater benefit to the development of downtown Oxnard or Oxnard community-wide.

1. La Cocina Oxnard. Create a kitchen-oriented incubator which will allow emerging small, artisanal, and ethnic food businesses to make the transition from their home kitchens by using a shared licensed, professional culinary work space while they grow their businesses.
2. Oxnard and the Wine Country. Develop a downtown wine-tasting venue showcasing multiple wines from the Central Coast wine region.
3. Downtown Dining.
 - A. Enable a downtown restaurant operated by Oxnard College culinary arts program faculty and students. Also work with College program to launch an “Iron Chef”-style competition event in downtown Oxnard.
 - B. Secure a viable and qualified operator for a fine-dining venue in Downtown.
 - C. Develop and market a Downtown Dining Club, positioning Downtown locations and settings as a new venue for successful social networking dining organizations.
 - D. Develop and market downtown venues as sites for “Pop-Up” restaurants.
4. Love Art. Solicit and manage the display of local artwork in empty storefronts.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

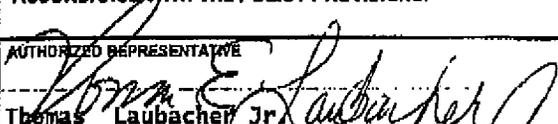
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|---|---|
| PRODUCER Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032 | CONTACT NAME: PHONE (A/C. No, Ext): 805.483.2477 FAX (A/C. No): 805.483.8254 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC # |
| INSURED Greater Oxnard Economic Development Corp. 400 E. Esplanade Dr., #301 Oxnard, CA 93036 | INSURER A: Travelers Property Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 2010 - 2011 GL REVISION NUMBER:

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

| INSR. LTR. | TYPE OF INSURANCE | ADDITIONAL INSUR. WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|------------|---|-------------------------------------|------------------------|--------------------------|--------------------------|--|
| A | GENERAL LIABILITY | | X660357X9776-10 | 10/01/2010 | 10/01/2011 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> No deductible | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | | \$ |
| | RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | |
| A | Business Income w/ Extra Expense | | X660357X9776-10 | 10/01/2010 | 10/01/2011 | Limit: \$20,000 Special Form |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Oxnard, its officers, agents, employees and volunteers are named as additional insureds as respects operations of named insured.
***30 DAY NOTICE OF CANCELLATION.**
~~This insurance is primary and non-contributory.~~

| | |
|--|--|
| CERTIFICATE HOLDER City of Oxnard Attn: Lyn Bennett Risk Management 300 West Third Street, #302 Oxnard, CA 93030 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Thomas Laubacher Jr. |
|--|--|

POLICY NUMBER: *X660357X9776-10* COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Oxnard, it's officers agents, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1982

**FIRST AMENDMENT TO AGREEMENT WITH THE GREATER OXNARD
ECONOMIC DEVELOPMENT CORPORATION**

This First Amendment ("First Amendment") to the Agreement with the Greater Oxnard Economic Development Corporation ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2010, by and between the City of Oxnard, a municipal corporation ("City"), the Oxnard Community Development Commission ("Commission") and the Greater Oxnard Development Commission ("EDCO"). The City and Commission are referred to hereinafter collectively as City. This First Amendment amends the Agreement entered into on July 1, 2005, by City and EDCO.

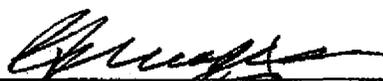
City and EDCO agree as follows:

In Section 1 of the Agreement, the date "June 30, 2010" is deleted and replaced with "June 30, 2015."

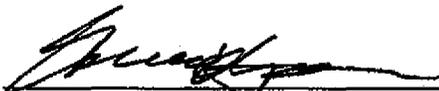
As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD/COMMUNITY
DEVELOPMENT COMMISSION

GREATER OXNARD ECONOMIC
DEVELOPMENT CORPORATION



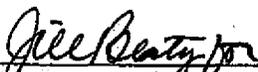
Dr. Thomas E. Holden, Mayor/Chairman



Dr. Thomas E. Holden, Chairman

ATTEST:

APPROVED AS TO INSURANCE:

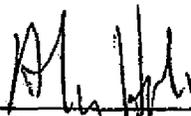
 6/22/10

Daniel Martinez, City Clerk/Executive Secretary



James Cameron, Risk Manager

APPROVED AS TO FORM:



Alan Holmberg, City Attorney/General Counsel

AGREEMENT WITH THE
GREATER OXNARD ECONOMIC DEVELOPMENT CORPORATION

This Agreement (Agreement) is entered into in Ventura County, California on July 1, 2005 by and among the City of Oxnard (City), the Oxnard Community Development Commission (Commission) and the Greater Oxnard Economic Development Corporation (EDCO). The City and Commission are sometimes referred to hereinafter collectively as City.

RECITALS

WHEREAS, beginning on January 11, 1994, the City has provided economic development services throughout the Oxnard area through EDCO; and

WHEREAS, the City Council/Board of Commissioners have contracted with EDCO to provide economic development services that will satisfy the goals and objectives of City and Commission while requiring accountability by EDCO; and

WHEREAS, EDCO has annually prepared and presented a work plan and operating budget for the operations of EDCO.

NOW, THEREFORE, the City, Commission and EDCO hereby agree as follows:

Section 1 **Term.**

This Agreement shall begin on July 1, 2005 and shall terminate on June 30, 2010 unless terminated earlier by City or EDCO pursuant to subsection 1a or the occurrence of events in subsection 1b, or unless the Agreement is extended by the parties pursuant to subsection 1c.

1a. This Agreement may be terminated by either City or EDCO, with or without cause, by giving at least six (6) months written notice of the decision to terminate one party to the other party.

1b. If the Agreement is not terminated pursuant to subsection 1a above, this Agreement is further subject to the City and CDC appropriating sufficient funds each year to fulfill the funding requirements set out in section 3. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds previously appropriated are exhausted.

1c. This Agreement may be extended by mutual written agreement of the City and EDCO.

Section 2 **Scope of Services.**

a. EDCO shall provide the City with professional economic development services during the term of this Agreement as more particularly set out in the proposed program of work to be submitted to the City Manager/Executive Director along with a proposed operating budget of EDCO prior to April 15 each year. The proposed program of work for EDCO may be

amended in writing at any time by the City Manager/Executive Director and EDCO President. All services are to be coordinated with the City Manager/Executive Director or respective designees.

b. EDCO will also perform as subrecipient responsible for administering a Community Development Block Grant (CDBG) Business Retention Program in a manner satisfactory to City and consistent with any conditions required to receive such grant funds.

Section 3 Funding.

a. The funds to be provided by City each fiscal year shall be based upon the proposed operating budget of EDCO to be provided to the City Manager/Executive Director by April 15 each year, and as approved by the City Council and Board of Commissioners.

b. The details of the funding amounts, source of funds and timing of payments shall be agreed upon, in writing, by the City Manager/Executive Director and the President of EDCO on or before June 30 of each year.

Section 4 EDCO Board of Directors.

a. During the term of this Agreement, the City Council shall appoint two Council members to the Board of Directors of EDCO. The number of Council members on the Board of Directors may not be reduced without the written approval of the City Council.

b. During the term of this Agreement, the Board of Directors shall comply with the Conflict of Interest Code which was adopted by the Board of Directors on October 18, 1999, and approved by the City Council on December 7, 1999. Upon termination of this Agreement, the Board of Directors may continue or rescind this Conflict of Interest Code, at its own election.

c. During the term of this Agreement, the Board of Directors shall comply with the provisions of the Ralph M. Brown Act.

Section 5 Reports.

EDCO shall prepare reports on a quarterly basis and forward the reports to the City Manager/Executive Director and City Council/Board of Commissioners. The reports will include at least the following:

- a. Current financial statement of EDCO.
- b. List of current EDCO programs underway and status of each.
- c. Projected operating budget for EDCO submitted by April 15 each year for the following fiscal year (July 1 - June 30).
- d. Results of programs that have been completed by EDCO and their fiscal effect on the economic development of the City/Commission.
- e. Minutes of meetings of EDCO Board of Directors that have occurred since the last report.

Section 11 Changes and Amendments.

Any modification, change or amendment to this Agreement or any provision thereof will be effective for any purpose only if specifically set forth in writing and signed by the City Manager/Executive Director and the President of EDCO.

Section 12 Indemnity.

EDCO agrees to indemnify, hold harmless, and defend City, its Council, the Commission and its Board of Commissioners and each member thereof, and every officer and employee of City and Commission from any and all liability, 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 of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of EDCO or its agents, employees, subcontractors or consultants while EDCO is performing services under this Agreement, or from the use of City's property or Commission's property by EDCO or its agents, employees, subcontractors or consultants, except in cases of sole negligence on the part of City/Commission their officers, employees, agents, or subcontractors.

Section 13 Insurance.

- a. EDCO shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager of City, unless the Risk Manager waives, in writing, the requirement that EDCO obtain and maintain such insurance coverages.
- b. EDCO shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- c. Maintenance of proper insurance coverages by EDCO is a material element of this Agreement. EDCO's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

Section 14 Independent Contractor.

- a. City and EDCO agree that in the performance of the services, EDCO shall be, and is, an independent contractor, and that EDCO and its employees are not employees of the City. EDCO has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting EDCO.
- b. EDCO shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of EDCO's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. EDCO acknowledges that EDCO and EDCO's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers compensation insurance benefits.

Section 15 EDCO Not Agent.

Except as City may specify in writing, EDCO, and its agents, employees, subcontractors and consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

Section 16 Conflict of Interest.

EDCO shall promptly inform the City Manager/Executive Director of any contract, agreement, arrangement, or interest that EDCO may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and EDCO's or EDCO's clients interest in land that might be affected by the services. EDCO shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

Section 17 Governing Law.

City and EDCO agree that the construction and interpretation of this Agreement and the rights and duties of City and EDCO hereunder shall be governed by the laws of the State of California.

Section 18 Compliance with Laws.

EDCO agrees to comply with all City, State, and federal laws, rules and regulations, now or hereafter in force, pertaining to the services performed by EDCO pursuant to this Agreement.

Section 19 Severability.

City and EDCO agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

Section 20 Waiver.

City and EDCO agree that no waiver of a breach of any provision of this Agreement by either EDCO or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or EDCO to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

Section 21 Counterparts.

City and EDCO agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Section 22 Arbitration.

EDCO and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of the City's payment for EDCO's services, the dispute may be submitted to arbitration upon the mutual agreement of the City and EDCO, under such procedures as the City and EDCO may agree upon, or, if the City and EDCO cannot agree, then under the Rules of the American Arbitration Association.

Section 23 Authority to Execute.

- a. City acknowledges that the Mayor has been duly authorized by the City Council to execute this Agreement on behalf of the City.
- b. Commission acknowledges that the Chairman has been duly authorized by the Board of Commissioners to execute this Agreement on behalf of the Commission.
- c. EDCO acknowledges that the person executing this Agreement has been duly authorized by EDCO Board of Directors to do so on behalf of EDCO.

Section 24 Special CDBG Conditions.

- a. EDCO agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement met one or more of the national objectives of the CDBG Business Retention Program - (1) benefit low/moderate income persons, (2) aid in the prevention or elimination of slums or blight, (3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.
- b. EDCO shall report on an annual basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by EDCO shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, EDCO may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.
- c. EDCO shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property or as either document is amended in the future.

d. EDCO will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term Aminority and female business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, Aminority group members are African-Americans, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. EDCO may rely on written representations by subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

e. EDCO shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, Housing and Urban Development (HUD) or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions herein.

f. EDCO agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland Anti-Kickback Act (40 U.S.C.278,327-333) and all other applicable federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. EDCO shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

g. EDCO agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve EDCO of its obligation, if any, to requirement payment of the higher wage. EDCO shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00, or as amended in the future.

h. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, EDCO and any subsubrecipients. Failure to fulfill these requirements shall subject the City, EDCO and any subsubrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. EDCO certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

i. EDCO further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is a project assisted under a program providing direct financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

j. EDCO certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

k. EDCO will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subsubrecipient is in violation of regulations issued by the Grantor Agency. EDCO will not subcontract with any subsubrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subsubrecipient has first provided EDCO with a preliminary statement of ability to comply with the requirements of these regulations.

l. EDCO agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

m. EDCO will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

n. EDCO shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

o. EDCO shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

p. EDCO agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

q. EDCO agrees to comply with the following regulations insofar as they apply to the performance of this contract:

(1) Clean Air Act, 42 U.S.C., 1857, et seq.

- (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- (3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

r. EDCO agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

s. EDCO agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

t. EDCO agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old and older or that are included on a federal, state, or local historic property list.

u. EDCO agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning CDBG grants and all federal regulations and policies issued pursuant to these regulations. EDCO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

v. EDCO agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

w. EDCO shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that such activity undertaken meets one of the national objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR, Part 570.502, and OMB Circular A-110; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

x. EDCO shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

y. EDCO agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

z. EDCO will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. EDCO will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EDCO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

aa. EDCO agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide EDCO with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

bb. EDCO agrees that EDCO shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President Executive Order 11246 of September 24, 1965. EDCO shall submit a plan for an affirmative action program for approval prior to the award of funds.

cc. EDCO will, in all solicitations or advertisements for employees placed by or on behalf of EDCO, state that EDCO is an Equal Opportunity or Affirmative Action employer.

dd. EDCO is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

ee. EDCO agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that EDCO presently has no financial interest and shall not acquire any

financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. EDCO further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by EDCO hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG program.

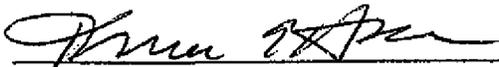
ff. EDCO will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Section 25 Entire Agreement.

City and EDCO agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD/COMMUNITY
DEVELOPMENT COMMISSION

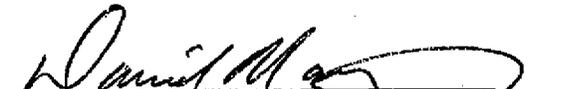
GREATER OXNARD ECONOMIC
DEVELOPMENT CORPORATION


Dr. Thomas E. Holden, Mayor/Chairman


Dean Maulhardt, Chairman

ATTEST:

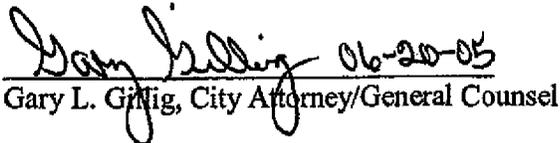
CITY OF OXNARD

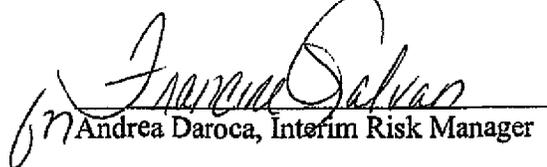

Daniel Martinez, City Clerk/Executive Secretary


Andrea Daroca, Interim Purchasing Agent

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

 06-20-05
Gary L. Giffig, City Attorney/General Counsel


Andrea Daroca, Interim Risk Manager

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

November 16, 2010

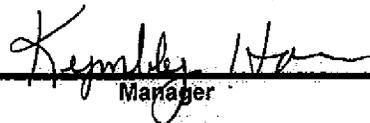
Request is hereby made for an appropriation of total

\$ 85,000

Reason for appropriation:

Appropriation of \$85,000 from Central City
Redevelopment Project Area (CCRP) Fund
Balance to EDCO to fund business
development services for the benefit of the
Downtown

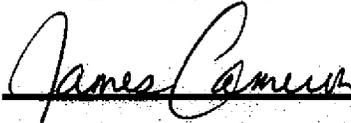
| <u>FUND</u> | <u>DESCRIPTION/ACCOUNT</u> | <u>AMOUNT</u> |
|----------------------|------------------------------------|-----------------|
| CDC - CCRP- FUND 401 | CCRP 401-8201 | |
| | 401-8201-862-8209 | 85,000 |
| | Net Estimated Change to CCRP (401) | <u>(85,000)</u> |



Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER



Disposition

Approved _____

Rejected _____

Transfer by Journal Voucher _____

City Manager

ATTACHMENT 3

PAGE 1 OF 1