

**OVERSIGHT BOARD  
TO THE  
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY  
AGENDA ITEM: E.5.  
MEETING DATE: August 15, 2012, 11:00 a.m.**

TO: Members of the Oversight Board

FROM: Curtis Cannon, Successor Agency Director, (805) 385-7407  
Richard Bryan, Project Manager, Successor Agency, (805) 385-7407

**1. SUBJECT**

Property Management Contract (5882-12-CD) for the Premises Located at 327 North Fifth Street Commonly Known as the Social Security Administration (“SSA”) Building, 318 West Fifth Street and 321 West Sixth Street

**2. RECOMMENDED ACTION(S)**

That Oxnard Community Development Commission Successor Agency Oversight Board (“OB”) adopt a resolution approving the Oxnard Community Development Commission Successor Agency Chairman having approved a one-year property management contract with Alert Management Company.

**3. DISCUSSION**

Currently Alert Management only manages the SSA Building for the City. The property management obligation is listed on the First and Second Recognized Obligation Payment Schedule (“ROPS”) as Items No. 3 in the amount of \$800 a month. Secondly, the building operations costs are listed as Item No. 4 in the amount of \$8,000. The proposed new Alert Management contract increases their monthly management fee from \$800 to \$1,200 a month due to the management of the buildings at 318 West Fifth Street and 321 West Sixth Street having been added to the contract. It is proposed that the additional \$400 a month management fee be paid out of operating savings that are expected to become available when the SSA Building is totally vacant. The current operational costs reflect the SSA having twenty-six employees and serving almost 500 clients a month.

The management contract and the operational expenses are needed to maintain the buildings to public health and safety standards and are used to repair water pipe and roof leaks, maintain landscaping, pick up trash and clean the windows. The Oxnard Community Development Agency Successor Agency (“SA”) approved the Agreement at their July 31, 2012 meeting. A revised Third ROPS changing the obligation payment from \$800 to \$1,200 a month was approved by the SA at their July 31, 2012 meeting.

The Social Security Administration Building was acquired by Oxnard Community Development Commission (CDC) on August 8, 2008. On March 14, 2011 title to the building was transferred to the City of Oxnard. The building contains three lease spaces located at 327 North Fifth Street and occupied by the Social Security Administration (SSA), 445 South B Street occupied by the Oxnard Downtown Management District (ODMD), and 425 South B Street formerly occupied by the Southern California Gas Company (SCGC).

The SCGC vacated its lease space in October of 2011. The SSA moved out of its lease space July 12, 2012 and surrendered its lease space July 24, 2012. The ODMD lease expires July 31, 2012 and it will have vacated the property by the middle of August 2012. The vacant laundromat at 318 West Fifth Street was acquired by the CDC on July 22, 2010 and deeded to the City on March 14, 2011. The vacant furniture store at 321 West Sixth Street was acquired by the CDC on September 21, 2010 and deeded to the City on March 14, 2011.

**4. FINANCIAL IMPACT**

Funding is included on the approved Second ROPS for the period of July 31, 2012 to December 31, 2012.

**5. ATTACHMENTS**

1. Resolution approving the Oxnard Community Development Commission Successor Agency Chairman having approved a one-year property management contract with Alert Management Company.
2. Alert Property Management Agreement

## RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OVERSIGHT BOARD TO THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING A CONTRACT WITH ALERT MANAGEMENT COMPANY FOR THE MANAGEMENT OF PROPERTIES LOCATED AT 327 NORTH FIFTH STREET, 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET**

WHEREAS, the City of Oxnard Community Development Commission (“Agency”) was a Community Development Commission in the City of Oxnard (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, ABx1 26 (“AB 26”) and ABx1 27 (“AB 27”) were signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law, including adding Part 1.8 (commencing with section 34161) and Part 1.85 (commencing with section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code (“Health and Safety Code”); and

WHEREAS, the California Redevelopment Association and League of California Cities filed a *lawsuit in the Supreme Court of California (California Redevelopment Association, et al. v. Matosantos, et al., Case No. S194861)* alleging that AB 26 and AB 27 were unconstitutional; and

WHEREAS, on December 29, 2011, the Supreme Court issued its opinion in the *Matosantos* case largely upholding AB 26, invalidating AB 27, and holding that AB 26 may be severed from AB 27 and enforced independently; and

WHEREAS, the Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012, to take effect four months later; and

WHEREAS, as a result of the Supreme Court’s decision, on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies established pursuant to Health and Safety Code section 34173; and

WHEREAS, the City Council of the City adopted Resolution No. 14,135 on January 10, 2012, pursuant to Part 1.85, electing for the City to serve as the successor agency to the Agency upon the dissolution of the Agency under AB 26 (“Successor Agency”); and,

WHEREAS, AB 26 adds to the Redevelopment Law Health and Safety Code section 34179, et seq., providing for establishment of an Oversight Board to oversee certain actions of successor agencies and carry out other directions of AB 26;

WHEREAS; the Oversight Board of the Oxnard Community Development Commission Successor Agency (“Board”) has been created by the appointment under Health and Safety Code section 34179(a) of members sufficient to constitute a quorum; and;

ATTACHMENT   1  PAGE   1   OF   3

WHEREAS; the Board desires to find and determine that the foregoing recitals are true and correct.

NOW, THEREFORE, the Board of Directors DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER as follows:

Section 1. All legal prerequisites to the adoption of this Resolution have occurred.

Section 2. The July 31, 2012 Oxnard Community Development Commission Successor Agency action to approve and authorize the Chairperson to execute the attached one-year property management contract with Alert Management Company to insure the buildings located at 327 North Fifth Street, 318 West Fifth Street and 321 West Sixth Street are maintained in a manner that meet public safety requirements is hereby approved.

Section 3. Successor Agency staff is hereby authorized to administratively pay a \$1,200 property management fee for the management of three properties rather than the \$800 fee for just the Social Security Building in Item No. 3, Page 1 of the of the Recognized Obligation Payment Schedule (ROPS) approved by the Board on May 9, 2012, with the additional \$400 being paid out of the \$8,000 listed as Item No. 4, Page 1 of the ROPS. Said payments shall immediately be terminated if subsequently disapproved by the State Department Of Finance.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. The Oversight Board's Secretary shall certify as to the adoption of this resolution.

**PASSED, APPROVED, AND ADOPTED** by the Board at its meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

ATTACHMENT 1

Dr. Thomas E. Holden, Chairperson

ATTEST:

Daniel Martinez, Board Secretary

ATTACHMENT 1

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**AGREEMENT FOR CONSULTING SERVICES**

This Agreement for Consulting Services (Agreement) is made and entered into in the County of Ventura, State of California, this 31<sup>st</sup> day of July, 2012, by and between the City of Oxnard, a municipal corporation (City), and Alert Management Company (Consultant).

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Redevelopment Project Manager subject to the direction of the City Manager or Department Director.

ATTACHMENT 2

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6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates David M. Covarrubias as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on August 16, 2012 and expire on August 16, 2013. With the written approval of City the Consultant may exercise the option to extend the term of this agreement for a one year term and an option for a second year term.

13. Termination

a. This agreement is subject to the rights of the Oxnard Community Development Commission Successor Agency and the provisions of AB 1X26 and possession must be immediately relinquished to the Oxnard Community Development Commission Successor

ATTACHMENT 2

Agency if the State of California or the Oversight Board to the Oxnard Community Development Commission Successor Agency determines that the Agreement is invalid or must be terminated.

b. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

c. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

#### 14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$14,400 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

#### 15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services.

ATTACHMENT 2



Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

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## 19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

## 20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

## 21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, 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 Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant'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, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

## 22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, 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 Consultant obtain and maintain such insurance coverages.

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

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

ATTACHMENT 2

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants 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.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

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28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

City and Consultant 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.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant 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 Consultant 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.

36. Counterparts

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

37. Arbitration

Consultant 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 Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney 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.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

ATTACHMENT 2

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Alert Management Company, 310 West Fourth Street, Oxnard, CA 93030, Attention: David M. Covarrubias.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Community Development Department, 214 South C Street Oxnard, CA 93030, Attention: Richard R. Bryan, Redevelopment Project Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant 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

CONSULTANT  
Alert Management Company

~~By: \_\_\_\_\_  
James Cameron, Purchasing Agent~~

By:   
David M. Covarrubias

~~APPROVED AS TO FORM:~~

~~By: \_\_\_\_\_  
Alan Holmberg, City Attorney~~

~~APPROVED AS TO INSURANCE:~~

~~By: \_\_\_\_\_  
James Cameron, Risk Manager~~

~~APPROVED AS TO CONTENT:~~

~~By: \_\_\_\_\_  
Curtis P. Cannon  
Community Development Director~~

ATTACHMENT 2

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Community Development Department, 214 South C Street Oxnard, CA 93030, Attention: Richard R. Bryan, Redevelopment Project Manager.

Amendment


City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

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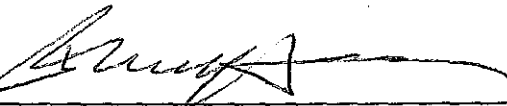
CITY OF OXNARD

CONSULTANT  
Alert Management Company

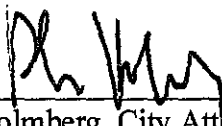
By:   
Dr. Thomas E. Holden  
Mayor

By: \_\_\_\_\_  
David M. Covarrubias

OXNARD COMMUNITY DEVELOPMENT  
COMMISSION SUCCESSOR AGENCY

By:   
DR. Thomas E. Holden  
Chairperson

APPROVED AS TO FORM:

By:   
Alan Holmberg, City Attorney, Successor  
Agency General Counsel

APPROVED AS TO INSURANCE:

By:   
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

By: Kemby Hsu (for)  
Curtis P. Cannon  
Community Development Director

rb1430ssab

ATTACHMENT 2

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## EXHIBIT A

### SCOPE OF SERVICES

#### VACANT PROPERTIES LOCATED AT 425-445 SOUTH B STREET, 327 NORTH FIFTH STREET, 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET (PROPERTIES)

1. Repairs and Maintenance

Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Properties, purchase and pay bills for, services and supplies. Consultant shall obtain prior approval of the City for all expenditures over \$500.00 for any one item. Prior approval shall not be required for monthly or recurring normal operating charges or expenditures which are needed on an emergency basis to protect the Properties or other Property(ies) from damage, prevent injury to person, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the property in a condition fit for human habitation as required by Civil Code 1941 and 1941.1 and Health and Safety Code 17920.3 and 17920.10.

2. Reports, Notices and Signs

Comply with federal, state or local law requiring deliver of reports notices and/or posting of signs or notices.

3. Contracts Services

As directed by City in writing Consultant shall contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Consultant and those entities with which it contracts for services are responsible for compliance with all applicable laws, including laws concerning payment of prevailing wages.

4. Expense Payments

Pursuant to Exhibit C, pay expenses and costs for the Property from the City funds held by Consultant, unless otherwise directed by the City. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, and expenses for goods and services.

5. Owner Statements

Render monthly to the City, statements of receipts, expenses and charges for the Properties.

6. Consultant Funds

Consultant shall not advance Consultant's own funds in connection with the Properties.

7. City Responsibilities

Provide all documentation, records, and disclosures as required by law or required by Consultant to manage and operate the Property, and immediately notify Consultant if the City becomes aware of any change in such documentation, records of disclosures, or any matter affecting the habitability of the Property.

Maintain the Property in a condition fit for human habitation as required by City Code 1941 and 1941.1 and Health and Safety Code 17920.3 and 17920.10 and other applicable law. Provided, however, this requirement does not excuse Consultant from performing any of its duties under this Agreement.

## EXHIBIT B

### SCHEDULE OF PERFORMANCE

1. Consultant shall weekly inspect the interior and exterior of the Properties to ensure there are no broken windows, the landscaping is being properly maintained, trash has been removed from the Properties and other such normal and customary inspection items.
2. Consultant shall quarterly have the exterior of the Properties windows washed and cleaned.

## EXHIBIT C

### CONSULTANT COMPENSATION AND BUDGET ACCOUNT

#### 1. Compensation

The City agrees to pay Consultant flat rate fee in the amount of \$1,200.00 for a month.

#### 2. Budget Account

- A. Consultant to maintain the existing Santa Barbara Bank and Trust Checking Customer Account Number 00000001021233957 (Account) established under the terms and conditions of that certain Agreement for Consulting Services between the Oxnard Community Development Commission (aka Community Development Commission) and Alert Management Company dated August 27, 2008 and for processing payment of expenses for the operation and maintenance of the Properties. The Consultant shall not deposit any of its personal funds into the Account. Any interest accrual shall be credited to the Account. Consultant shall not be liable in event of bankruptcy or failure of a financial institution. The account shall be renamed to: City of Oxnard, 425-445 S. B, 327 N. 5<sup>th</sup>, 318 W. 5<sup>th</sup>, 321 W. 6<sup>th</sup>.
- B. The Account shall monthly be reimbursed for building operations and maintenance expenses incurred during the previous month. The amount of the reimbursement shall be equal to the actual expenditures made from the account. Funding for the Account shall not exceed seven thousand dollars (\$7,000) at any given time unless approved in writing by the Director. Funds deposited into the account may be increased or decreased by the Director or designee.
- C. Funds deposited into the Account shall remain the property of City.
- D. Consultant will maintain an adequate supply of checks.
- E. Printing charges for checks will be charged directly to the Budget Account.
- F. Checks will be serialized and preprinted as follows: "Alert Management Company Social Security Building Trust Account for the City of Oxnard." The address and telephone number on the check stock shall be that of Alert Management Company.
- G. The quantity of checks to be ordered will be sufficient to cover a period of not more than one year unless a large quantity is approved by the Director or designee.
- H. Consultant will designate, in writing, two employees to sign Account checks.
- I. Funds in the Account will be disbursed exclusively for payment of operation, maintenance, and other related expenses of the Properties pursuant to Exhibit A.

ATTACHMENT 2

- J. Reconciled statements shall be retained by Consultant for a period of three years.
- K. Upon closure of the account, Consultant shall return all account supplies and any remaining funds in the Account to the Director or designee.
- L. A full accounting will be provided by Consultant for all payments received and disbursements made under the Agreement.

EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. Agreement No. 5605-11-CD  
300 West Third Street, Suite 302  
Oxnard, California 93030

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

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

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

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

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

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ATTACHMENT 2

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## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### Certificates of Insurance

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

### Endorsement Forms

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

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ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY  
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY  
LETTER B

COVERAGES

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

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

ATTACHMENT 2

A	Errors and omissions insurance or malpractice insurance available for the insured's profession	Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS</b>		
<b>CERTIFICATE HOLDER</b> City of Oxnard Attn: Risk Manager Reference: Agreement No. 5605-11-CD 300 W. Third Street, Suite 302 Oxnard CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  <b>AUTHORIZED REPRESENTATIVE</b>	

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ATTACHMENT 1

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

**SUBMIT IN DUPLICATE**

	<b>ENDORSEMENT NO.</b>	<b>ISSUE DATE (MM/DD/YY)</b>
--	------------------------	------------------------------

<b>PRODUCER</b>	<b>POLICY INFORMATION:</b> Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits
-----------------	--

Telephone:	<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)
------------	--

<b>NAMED INSURED</b>	<b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered
----------------------	---

<b>TYPE OF INSURANCE</b>	<b>CITY AGREEMENTS/PERMITS</b>
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE	<b>OTHER PROVISIONS</b>
<input type="checkbox"/> Claims Made Retroactive Date _____ <input type="checkbox"/> Occurrence	

<b>COVERAGES</b>	<b>LIABILITY LIMITS IN THOUSANDS \$</b>	
	<b>EACH OCCURRENCE</b>	<b>AGGREGATE</b>

<input type="checkbox"/> GENERAL <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE DAMAGE <input type="checkbox"/> _____ <input type="checkbox"/> _____			<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.  Name: _____ Address: _____  Telephone: (    ) _____
--	--	--	--

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

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

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6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:  
 a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or  
 b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.  
 Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
<b>CITY OF OXNARD</b> Attn: Risk Manager Reference No. Agreement No. 5605-11-CD 300 W. Third Street, Suite 302 Oxnard, CA 93030	<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature __ (original signature required) Telephone: (    ) Date Signed:

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<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")</b>		<b>SUBMIT IN DUPLICATE</b>	
		<b>ENDORSEMENT NO.</b>	<b>ISSUE DATE (MM/DD/YY)</b>
<b>PRODUCER</b>   Telephone:	<b>POLICY INFORMATION:</b> Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ <b>LOSS ADJUSTMENT EXPENSE</b> <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)		
<b>NAMED INSURED</b>	<b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:  <b>CITY AGREEMENTS/PERMITS</b>		
<b>TYPE OF INSURANCE</b> <input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER	<b>OTHER PROVISIONS</b>		
<b>LIMIT OF LIABILITY</b>  \$ _____ per accident, for bodily injury and property damage.	<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: (    )		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			

ATTACHMENT 2

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1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:  
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or  
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
Attn: Risk Manager  
Reference No. Agreement No. 5605-11-CD  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_  
(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_ (original signature required)

Telephone: ( ) \_\_\_\_\_

Date Signed \_\_\_\_\_