



CITY OF OXNARD

MEMORANDUM


To: City Manager

From: Personnel Analyst

SUBJECT: Service Agreement with the Oxnard - Port Hueneme Youth Employment Service

Attached is the 1977-78 Service Agreement between the City of Oxnard and the Oxnard - Port Hueneme Youth Employment Service. This agreement differs from previous contracts in that the City's liability is considerably reduced.

The Service Agreement has been reviewed by the appropriate City departments and funds have been budgeted for in the 1977-78 budget. We recommend the Service Agreement be forwarded to the City council for approval.


Lino Corona
Personnel Analyst

LC:ap

Concur 7/14/77
Mr. Roberts
Note This contract drawn by City ATT.
appears to eliminate previous contractual
features which raised potential liability
problems. *MR. R*

SERVICE AGREEMENT

This agreement is made and entered into this _____ day of July, 1977, by and between the City of Oxnard ("City") and the Oxnard-Port Hueneme Youth Employment Service ("OPHYES").

WITNESSETH:

Whereas, OPHYES has special knowledge, experience and personnel for the registration and placement of youth desirous of employment; and

Whereas, City has in the past and will in the future avail itself of said services to supplement the City staff work force.

Now, therefore, it is agreed and understood by and between the parties hereto as follows:

1. Scope of Services-- OPHYES agrees to carry on such youth employment recruitment activities to supplement City staff work force, as City may require of OPHYES.
2. Payment-- OPHYES agrees to accept, and City agrees to furnish and pay, as full and complete payment for all services pursuant to this agreement, the following:
 - A. *General fund* → *Annual* \$5,000 cash payment to be paid in equal monthly installments.
 - B. For use as a youth employment service center, 482 square feet of space located in the north portion of the building located at 227 South "C" Street, Oxnard, valued at \$0.45 per square foot, per month.
 - C. Repair, maintenance and janitorial services for the premises described in subsection B above and various office supplies valued at \$653 over the term of this agreement.
 - D. City shall maintain fire insurance to insure the physical premises described in subsection B above, for damages to the premises not caused by OPHYES or its officers, employees, or agents, which shall name the City as beneficiary

3. Term-- The term of this agreement shall be from July 1, 1977 to June 30, 1978, unless sooner terminated. Upon termination or expiration of this agreement, OPHYES shall vacate the premises described in paragraph 2.B. above, within thirty (30) days of the effective date of expiration or termination.

4. Termination-- This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

5. Indemnification-- OPHYES shall indemnify, hold harmless and defend the City against any and all liability for personal injury and property damage arising out of the acts or omissions of OPHYES, its officers, employees or agents in the performance of this agreement, including but not limited to the operation of the premises described in paragraph 2.B. above as an employment service center.

6. Modification-- All modifications or changes to this agreement shall be made in writing and signed by the parties hereto.

In Witness Whereof, this agreement is hereby executed as of the day and year first hereinabove written.

OXNARD-PORT HUENEME YOUTH EMPLOYMENT SERVICE

CITY OF OXNARD

By Ramona P. La Croix
Executive Director

By _____
Mayor

ATTEST:

By _____
City Clerk

ESCROW NO.: 1627073
 PROJECT NO.: _____
 PARCEL NO.: Ptn. 183-110-130
 SELLER: Frederick L. Haake and
Mary Louise Haake

DATE OF OFFER: May 3, 1977
 BY: *[Signature]*
for City Manager
(Title)

RIGHT OF WAY CONTRACT

Instrument No. 1627073 in the form of a grant deed covering the property particularly described in the above instrument, has been executed and delivered to the Redevelopment Agency of the City of Oxnard Agent for the City of Oxnard hereinafter referred to as City

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The City shall:

A. Pay the undersigned grantor(s) the sum of \$ 155.00 for the property or interest therein as conveyed by the above referenced instrument, within sixty (60) days after date title to said property vests in the City free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

1. Taxes for the fiscal year in which this escrow closes shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code..

From the amount shown in Clause 2(a) above, the City is authorized to pay any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

2. Covenants, conditions, restrictions and reservations of record, if any.

3. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

B. Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the City, the premium charged therefor, and documentary transfer tax, if required. Said escrow and recording charges shall not, however, include reconveyance fees, trustee's fees, or forwarding fees for any full reconveyance or full release of mortgage.

3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, together with penalty (if any) for payment in full in advance of maturity, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder; said mortgagee(s) or beneficiary(s) to furnish grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. The grantor(s) shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to City upon compliance by the grantor(s) with the conditions of this contract.

All rents shall be prorated as of the day following the date of recordation of the deed conveying title to City. All rents from the property up to and including this day shall be paid to the grantor(s). All rents collected by grantor(s) applicable to any period thereafter shall be paid to the City. Either party hereto collecting rents to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provisions of this clause.

5. The undersigned grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in the Superior Court or with the State Treasurer in said action.

6. It is agreed by and between the parties hereto that should the

deed referred to on the face of this contract be recorded on or after July 1, 1976, the taxes set forth in Paragraph 2(A)1 will be considered as having become delinquent in a prior fiscal year and that payment for said delinquent taxes may be made in accordance with the provisions set forth in said Paragraph 2(A)1.

7. This Right of Way Contract constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This contract may not be amended except in writing by the parties hereto or their assigns.

8. All other provisions of this Contract are contained in Exhibit A, which is attached hereto and made a part hereof by reference, if applicable. Exhibit A(x) is () is not applicable.

x Frederick L. Blasko
x Mary Louise Laake

Dated: July 14, 1977

(Grantors)

Dated: _____

By _____

By _____

Recommended for approval:

By Tony D. Solis

By _____
(Real Property Agent)

Approved as to form:

By _____

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

EXHIBIT "A"

A. The amount specified in paragraph 2A above includes payment for hedge located within the take area.