

OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA

REGULAR MEETING AGENDA JULY 13, 2012 3:00 PM

County Government Center
Hall of Administration
County Executive Office
Large Conference Room - 4th Floor
800 S. Victoria Avenue
Ventura, California 93009

Persons who require accommodation for any audio, visual or other disability in order to review an agenda, or to participate in a meeting of the Oversight Board per the American Disabilities Act (ADA), may obtain assistance by requesting such accommodation in writing addressed to the County Executive Office, 800 South Victoria Avenue, Loc. #1940, Ventura, CA 93009 or telephonically by calling (805) 477-1994. Any such request for accommodation should be made at least 48 hours prior to the scheduled meeting for which assistance is requested.

**All agenda reports and supporting data, including those filed in accordance with Government Code Section 54957.5 (b) (1) and (2) are available from the County Executive Office, Ventura County Government Center, Hall of Administration, 4th Floor, 800 South Victoria Avenue, Ventura, California. The same materials will be available and attached with each associated agenda item, when received, at the following website:
www.countyofventura.org/ceo/divisions/communitydevelopment/RDA.**

Welcome to the Meeting of the Oversight Board to the Successor Agency to the Former Redevelopment Agency of the County of Ventura.

The following information is provided to help you understand, follow, and participate in the Board meeting:

Pursuant to California Government Code Section 54953 (a) et al., time is set aside for citizen presentations regarding Oversight Board related matters. Those wishing to speak must fill out a speaker card and submit it to the Secretary.

Speaker cards for issues not on the agenda must be submitted to the Secretary prior to the beginning of the public comment period. Agendized item, speaker cards must also be submitted before the item is taken up for consideration. The Secretary may not accept any additional speaker cards once an item commences.

Members of the public making oral presentations to the Board in connection with one or more agenda or non-agenda items at a single meeting are limited to a cumulative total of time not to exceed five (5) minutes for all of their oral presentations at such meeting unless otherwise provided. The entire public comment period is limited to no more than thirty (30) minutes total for all speakers.

Members of the public who desire to augment their comments with visual or audio presentations using County equipment must submit their materials to the County Executive Office and the Chair for review before use of County equipment will be allowed. The review will be conducted to determine only whether the materials are on matters within the jurisdiction of the Board, would be disruptive of the meeting, or would foster illegality, such as identity theft. If it is determined the materials are about matters not within the Board's jurisdiction, or would be disruptive of the meeting, or would foster illegality, use of County equipment will not be allowed.

OPENING

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Public Comments - Citizen presentations regarding Board related matters NOT appearing on this agenda. (See Guidelines above)
5. Introductions of Board Members and Staff.
6. Oath of Office Administered to Oversight Board Member, Christy Madden, and discuss Form 700 Responsibilities.
7. Approval of Minutes for May 11, 2012 Regular Meeting.

Consider Approval of Minutes for May 11, 2012 Regular Meeting.
Staff Recommends: Approve as submitted.

8. Adoption of Resolution Authorizing the Successor Agency to Reenter into Two Agreements with the County of Ventura, and Delegation to Successor Agency's Secretary to Sign Agreements.

Consider Adoption of a Resolution Authorizing the Successor Agency to Reenter into Two Agreements with the County of Ventura and Delegate Authority to the Successor Agency Secretary to Sign Agreements.

Staff Recommends: Adoption of Resolution and Delegation

9. Adoption of Resolution Authorizing the Successor Agency to Reenter into Three Agreements with the County of Ventura, and Delegation to Successor Agency's Secretary to Sign Agreements.

Consider Adoption of a Resolution Authorizing the Successor Agency to Reenter into Three Agreements with the County of Ventura and Delegate Authority to the Successor Agency Secretary to Sign Agreements.

Staff Recommends: Adoption of Resolution and Delegation

10. Announcements and Future Agenda Items:

A. Announcements.

- AB 1484

B. Future Agenda Items.

- Vacant Board Position
- Review Amended ROPS
- Review January 2013 – June 2013 ROPS
- Discuss Oversight Board Concurrence on Use of A/C Pursuant to (New) H&S Code § 34179.5
- Other Administrative Issues

11. Adjournment:

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE
COUNTY OF VENTURA**

**OFFICIAL SUMMARY
MINUTES**

May 11, 2012

3:00 PM

County Government Center
Hall of Administration
County Executive Office
Large Conference Room - 4th Floor
800 S. Victoria Avenue
Ventura, California 93009

OPENING

1. Call to Order.
2. Roll Call.

Members Present: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

Staff Present: Jeff Burgh, Jaclyn Smith, Roberto Orellana, Donna Plummer and Alejandra Tellez

3. Pledge of Allegiance to the Flag of the United States of America.
4. Public Comments

No one appeared to be heard

5. Approval of Minutes April 27, 2012 Special Meeting

Motion: Approval of Minutes

Moved by Tom Kasper, seconded by David Keebler

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

6. Conflict of Interest Code

Motion: To approve Conflict of Interest Code as presented

Moved by Paula Driscoll, seconded by Matt Carroll

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

7. Disposal of Successor Agency Assets

Mr. Jeff Burgh recommended that the following assets be considered public assets and be transferred to the County of Ventura: Piru Town Park, Storm Drain and Skate Park. Mr. Keebler made the statement that the Bank Building is not part of this motion and Mr. Bartels agreed that it only included the Piru Town Square Project, Piru Storm Drain Project and Piru Skate Park Project.

Motion: To transfer former RDA assets of the Piru Town Square Project, Piru Storm Drain Project and Piru Skate Park Project to the County of Ventura

Moved by Matt Carroll, seconded by Paula Driscoll

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

The bank building asset does not have municipal purposes therefore staff recommended the sale of asset. County of Ventura can post for sale, hold a public auction or hire a broker and sell the asset. County of Ventura Real Estate Services Division, Public Works Agency, valued the asset at approximately \$100,000 to \$110,000. Staff recommended that the Oversight board direct the Successor Agency to work with the County of Ventura Public Works Real Estate Division to post the bank building for sale.

Motion: To direct the Successor Agency to work with the Public Works Agency Real Estate Services to sell the bank building asset

Moved by David Keebler, seconded by Tom Kasper

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

Board members discussed setting a listing price for the bank building at the Real Estate Services estimated value of \$110,000. Discussion included directing the Successor Agency to allow the Real Estate Services Division to entertain all offers between \$90,000 to \$110,000.

Motion: To list the sale of the bank building asset at \$110, 000 and give the Real Estate Services Division authority to accept the best offer in (or above) the \$90,000 to \$110,000 range

Moved by David Keebler, seconded by Bill Bartels

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

8. Approval of Rental and Release Agreement between the Successor Agency to the Former Redevelopment Agency of the County of Ventura and Mr. Alfonso Aguilar.

Motion: To approve the Rental and Release Agreement.

Moved by Paula Driscoll, seconded by Matt Carroll

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

9. Announcements and Future Agenda Items:

A. Announcements.

B. Future Agenda Items.

- Agreed Upon Procedures (AUP) audit
- Vacant Board Positions
- Other Administrative Issues

Auditors will be on site May 29-31 to conduct an audit and then receive a report. Vacant positions: Chair of the Board of Supervisors to appoint former Redevelopment Agency employee Christy Madden; an additional vacant position will be further discussed. Next meeting depends on businesses for Oversight Board, further requirements from Department of Finance and audit results. Next meeting scheduled for June 8, 2012.

Moved by Paula Driscoll, seconded by David Keebler

Vote: 5-0

Yes: Bill Bartels, Matt Carroll, Paula Driscoll, Tom Kasper, and David Keebler

10. The Board hereby adjourned at 3:30 p.m.

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE
COUNTY OF VENTURA
AGENDA REPORT**

DATE: July 13, 2012

TO: Oversight Board to Successor Agency

FROM: Donna Plummer, CEO Management Analyst

SUBJECT: Adoption of Resolution Authorizing the Successor Agency to Reenter into Two Agreements with the County of Ventura, and Delegation to Successor Agency's Secretary to Sign Agreements

DISCUSSION:

On April 27, 2012, your board adopted Resolution 12-01 authorizing the successor agency to reenter into agreements with the County of Ventura and delegated to the successor agency's secretary to sign the agreements.

These two agreements, listed on the January 2012 through June 2012 Recognized Obligation Payment Schedule (ROPS), Form A - line item #1 and Form B - Line item #1, expired June 30, 2012.

ROPS Form A - line item #1 represents the Town Square Park maintenance agreement with the County's General Services Agency (GSA) for general park maintenance and repair, and Form B - line item #1 represents a design and review Job Authorization agreement with the County's Public Works Agency (PWA) for Skate Park design and review work (costs associated with this Job Authorization are offset by a CDBG grant, resulting in no use of Tax Increment).

Currently, the two agreements are listed on the July 2012 through December 2012 Recognized Obligation Payment Schedule (ROPS), Form A - line item #1 and Form B - Line item #1. Upon approval and direction from the oversight board, the successor agency may reenter into agreements with the County of Ventura.

Because these agreements provide for the care, maintenance and betterment of these successor agency assets until such time as these assets are sold or transferred, reentering into these agreements is recommended by staff.

STAFF RECOMMENDATION:

1. Adoption of a Resolution authorizing the Successor Agency to reenter into two agreements with the County of Ventura (Attachment A).
2. Delegation to Successor Agency's Secretary to prepare and sign two reentry agreements with the County (for GSA and PWA work).

Attachment A – Resolution Authorizing Agreements

RESOLUTION NO. 12-05

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO REENTER INTO TWO AGREEMENTS
WITH THE COUNTY OF VENTURA**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, ABx1 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board: and

WHEREAS, the oversight board of the Successor Agency to the former redevelopment agency of the County of Ventura wishes to reenter into two agreements with the County of Ventura for (1) Town Square Park general maintenance and repair, in an amount not to exceed \$75,000 and (2) Skate Park design and review work, in an amount not to exceed \$48,500.

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.
2. Reentering the two agreements is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign said agreements.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member Paula Driscoll, seconded by Member Christy Madden, this 13th day of July 2012.

By: 

Chair

Oversight Board

ATTEST:

By: 

Successor Agency Secretary

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA
FOR ONGOING PIRU TOWN SQUARE GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2012, with respect to the following:

WHEREAS, the SA has been and is in need of County's staff services in connection with maintenance and upkeep of the Piru Town Square; and

WHEREAS, the County has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County; and

WHEREAS, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2012-13;

NOW THEREFORE, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2012, and to and including June 30, 2013.
2. **Scope of Services.** The County of Ventura, through its General Services Agency, shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square, which is located in the unincorporated area of the County, in the community of Piru.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2012-13 term, in an amount estimated not to exceed \$75,000, and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA
FOR ONGOING PIRU TOWN SQUARE GENERAL SERVICES**

9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political
Subdivision of the State of California

Dated: 9/19/2012

By: 
Steve Morgan
Chief Deputy Director
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/19/12

By: 
Donna Plummer
Secretary, Successor Agency to the Former
Redevelopment Agency of the County of Ventura

Community Development Block Grant
Subrecipient Contract Modification to Transfer Project Allocations from
The Redevelopment Agency of the County of Ventura to
The Successor Agency to the Former Redevelopment Agency of the
County of Ventura

Contract #B-08-UC-06-0507-U813 entered into October 22, 2008 and modified April 7, 2010 and Contract #B-09-UC-06-0507-14U9 entered into September 3, 2009 and modified April 7, 2010, between the **County of Ventura** as Recipient, hereinafter referred to as County; and the **Redevelopment Agency of the County of Ventura – Piru Skate Park, aka Piru Town Square Project**, hereinafter referred to as Subrecipient, is hereby modified as follows:

A. CHANGE IN NAMED SUBRECIPIENT

This modification transfers all remaining allocations for the Piru Skate Park, aka Piru Town Square Project (Project #U819 and #14U9) from The Redevelopment Agency of the County of Ventura to **The Successor Agency to the Former Redevelopment Agency of the County of Ventura**.

B. PURPOSE OF CONTRACT MODIFICATION

Under the dissolution provisions of ABx1 26, **effective February 1, 2012**, all assets, properties, contracts, leases, records, buildings and equipment of former Redevelopment Agencies were transferred to the control of Successor Agencies. In the case of the Redevelopment Agency of Ventura County (RDA), the County of Ventura became the Successor Agency. Pursuant to Health and Safety Code Sections 34161 through 34190, an Oversight Board for the Successor Agency of the Former Redevelopment Agency of the County of Ventura (Oversight Board) was created for the purpose of overseeing the actions of the Successor Agency.

C. SUMMARY OF FINANCIAL OBLIGATIONS – Balance of funds being transferred to The Successor Agency to the Former Redevelopment Agency of the County of Ventura:

Project Number	Project Name/Activity Description	Funding Balance
U819	RDA – Piru Skate Park, aka Piru Town Square	\$38,327.76
14U9	RDA – Piru Skate Park, aka Piru Town Square	\$453,138.23
TOTAL AMOUNT OF FUNDS OBLIGATED		\$491,465.99

D. COUNTY AND SUBRECIPIENT APPROVAL

The County and Subrecipient agree to abide by the terms, conditions, assurances and certifications as specified in this contract.

COUNTY APPROVAL

SUBRECIPIENT APPROVAL


(Signature) CHRISTY MADDEN


(Signature) DONNA PLUMMER

(Title) DEPUTY EXECUTIVE OFFICER

(Title) SECRETARY, OVERSIGHT BOARD

(Date) 7/13/12

(Date) 7/13/12

**OVERSIGHT BOARD – SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE
COUNTY OF VENTURA
AGENDA REPORT**

DATE: July 13, 2012

TO: Oversight Board to Successor Agency

FROM: Donna Plummer, CEO Management Analyst

SUBJECT: Adoption of Resolution Authorizing the Successor Agency to Reenter into Three Agreements with the County of Ventura, and Delegation to Successor Agency's Secretary to Sign Agreements

DISCUSSION:

Pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the County of Ventura and The Redevelopment Agency of the County of Ventura are now invalid and shall not be binding on the successor agency. However, if the successor agency desires to enter or reenter into agreements with the County of Ventura, it may do so upon approval of its oversight board.

Currently, there are three agreements listed on the January 2012 through June 2012 and the July 2012 through December 2012 Recognized Obligation Payment Schedules (ROPS), which represent agreements between the County of Ventura and The Redevelopment Agency of the County of Ventura that may be invalid under the terms of Section 34178.

ROPS form B represents the CDBG (Community Development Block Grant) agreement for Skate Park design, review work and construction (costs associated with this Job Authorization are offset by federal grant funding, resulting in no use of Tax Increment). Form C represents the CEO (County Executive Office) agreement for administrative services. Form C also represents the Auditor-Controller agreement for accounting and auditing services.

Because the agreements provides for the continued and uninterrupted administrative services and development of the Skate Park, until the asset is sold or transferred, reentering into the agreements is recommended by staff.

STAFF RECOMMENDATION:

1. Adoption of a Resolution authorizing the Successor Agency to reenter into three agreements with the County of Ventura (Attachment A).
2. Delegation to Successor Agency's Secretary to prepare and sign the reentry agreements with the County (for administrative services and Skate Park development).

Attachment A – Resolution Authorizing Agreement

RESOLUTION NO. 12-06

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO
THE FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA,
STATE OF CALIFORNIA, AUTHORIZING THE SUCCESSOR AGENCY TO REENTER INTO THREE
AGREEMENTS WITH THE COUNTY OF VENTURA**

The Oversight Board for the Successor Agency to The Former Redevelopment Agency of the County of Ventura does resolve as follows:

WHEREAS, Assembly Bill x1 26 ("ABx1 26") was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, ABx1 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, The Redevelopment Agency of the County of Ventura was dissolved as of February 1, 2012 such that the Successor Agency to The Redevelopment Agency of the County of Ventura ("Successor Agency") shall be designated as successor entity to the former redevelopment agency under Health and Safety Code Section 34173(a); and

WHEREAS, pursuant to Health and Safety Code Section 34178, certain agreements, contracts, or arrangements between the county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; and

WHEREAS, pursuant to Health and Safety Code Section 34178, a successor agency wishing to enter or reenter into agreements with the county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board: and

WHEREAS, the oversight board of the Successor Agency to the former redevelopment agency of the County of Ventura wishes to reenter into three agreements with the County of Ventura for (1) administration of use of CDBG funds for Skate Park design, review work, and construction, in an amount not to exceed \$81,362 between January 2012 through June 2012 and in an amount not to exceed \$489,714 between July 2012 and December 2012, (2) CEO (County Executive Office) administrative services, in an amount not to exceed \$90,000 between January 2012 through June 2012 and in an amount not to exceed \$60,000 between July 2012 and December 2012 and (3) Auditor-Controller services, in an amount not to exceed \$13,000 between January 2012 through June 2012 and in an amount not to exceed \$20,000 between July 2012 and December 2012.

NOW, THEREFORE BE IT FOUND AND RESOLVED AS FOLLOWS:

1. The above recitations are true and correct.

2. Reentering the three agreements is hereby approved.
3. The Oversight Board delegates to the Successor Agency's Secretary the authority to prepare and sign said agreements.

PASSED, APPROVED AND ADOPTED by the Oversight Board, on a motion by Board Member CHRISTY MADDEN, seconded by Member PAULA DRISCOLL, this 13th day of JULY 2012.

By: 

Chair
Oversight Board

ATTEST:

By: 
Successor Agency Secretary

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR
ONGOING STAFF ADMINISTRATIVE SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2012, with respect to the following:

WHEREAS, the SA has been and is in need of County's staff services in connection with the execution of its duties; and

WHEREAS, the County Executive Office has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County Executive Office; and

WHEREAS, the County Executive Office is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$60,000 through fiscal year 2012-13;

NOW THEREFORE, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2012, and to and including June 30, 2013.
2. **Scope of Services.** The County of Ventura, through its County Executive Office, shall provide staff administrative services for, and on behalf of the SA, including but not limited to: preparation for Oversight Board meetings, including preparation of staff reports and resolutions; preparation and management of budgets; execution of the Annual Work Plans; development, implementation and management of programs, policies, procedures, contracts, and operations; completion of special studies and reports; interaction and negotiation with other agencies, private individuals, and businesses; grant writing and administration, to include accounting services.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of the additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at Board of Supervisors approved contract services rates effective for the fiscal year 2012-13 term, in an amount estimated not to exceed \$60,000, and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County as well as those its officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA FOR
ONGOING STAFF ADMINISTRATIVE SERVICES**

severable and shall not in any way impair the enforceability of any other provision of this Agreement.

9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political
Subdivision of the State of California

Dated: 9/17/12

By: 

Michael Powers
County Executive Officer

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/17/12

By: 

Donna Plummer
Secretary, Successor Agency to the Former
Redevelopment Agency of the County of Ventura

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA
FOR ONGOING FINANCIAL AND ACCOUNTING SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2012, with respect to the following:

WHEREAS, the SA has been and is in need of County's financial and accounting services in connection with the execution of its duties; and

WHEREAS, the Auditor-Controller has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the Auditor-Controller's Office; and

WHEREAS, the Auditor-Controller is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide financial and accounting services to the SA at an estimated cost not to exceed \$20,000 through fiscal year 2012-13, or as amended by mutual written agreement;

NOW THEREFORE, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2012, and to and including June 30, 2013.
2. **Scope of Services.** The County of Ventura, through its Auditor-Controller's Office, shall provide financial and accounting services for the SA, including but not limited to: review of budget, input of budget into BRASS and the Ventura County Financial Management System (VCFMS); review of budget modifications; review of board letters, State Controller and/or Department of Finance (DOF) mandated reporting and supporting documentation or exhibits; responding to program-specific inquiries from peers, analysts, auditors and other private or governmental agencies; review of the Recognized Obligation Payment Schedule (ROPS) for tax year 2012-2013; and work with external auditors related to preparation of annual financial reports for the year ended June 30, 2012 including SA or County-specific Basic Financial Statements as required by the Governmental Accounting Standards Board, Annual Report of Housing Activity, Agreed-Upon Procedures Report, and Due Diligence Review. The Auditor-Controller's Office may manage separate audit agreements between the SA and external auditors and the State Department of Finance (DOF), including the approval of invoices for work performed by the external auditors.
3. **Additional Services.** SA may request additional services beyond the scope of services in Section 2. Written agreement by both parties is required for provision and reimbursement of such additional services.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2012-13 term, in an amount estimated not to exceed \$20,000, and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Services Billing and Methodology.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Board of Supervisors and the Ventura County Auditor-Controller and shall be based on a quarterly billing cycle.
6. **External Audit.** Costs of the external audit for the SA financial statements shall be borne entirely by the SA. The audit of financial statements for the fiscal year ending June 30, 2012 is covered by a separate agreement between the SA and the external auditors. Accordingly, related audit costs are not included in the amount noted in item 4.

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA
FOR ONGOING FINANCIAL AND ACCOUNTING SERVICES**

7. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
8. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
9. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
10. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
11. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
12. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political
Subdivision of the State of California

Dated: 09/26/2012

By: 
Christine L. Cohen
Auditor-Controller

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/26/12

By: 
Donna Plummer
Secretary, Successor Agency to the Former
Redevelopment Agency of the County of Ventura

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA
FOR ONGOING PIRU TOWN SQUARE GENERAL SERVICES**

This agreement is made by and between the County of Ventura ("County") and the Successor Agency to the Former Redevelopment Agency of the County of Ventura ("SA"), and is entered into effective July 1, 2012, with respect to the following:

WHEREAS, the SA has been and is in need of County's staff services in connection with maintenance and upkeep of the Piru Town Square; and

WHEREAS, the County has been and is currently providing those services to the SA, and the SA desires to continue to receive those services from the County; and

WHEREAS, the County is authorized, pursuant to ABx1 26 (2011) and previously approved administrative budgets of the SA, to provide staff services to the SA at an estimated cost not to exceed \$75,000 through fiscal year 2012-13;

NOW THEREFORE, to accomplish these objectives, County and SA enter into this memorandum of agreement regarding continuing services ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2012, and to and including June 30, 2013.
2. **Scope of Services.** The County of Ventura, through its General Services Agency, shall provide services, including daily custodial service in the park, landscape maintenance, restroom janitorial duties, facility repairs and general oversight, for and on behalf of the SA, relating to the upkeep and operation of the Piru Town Square, which is located in the unincorporated area of the County, in the community of Piru.
3. **Additional Services.** SA may request additional services beyond the Scope of Services in Section 2. Agreement for provision and reimbursement of such additional services is required by both parties.
4. **Services Reimbursement Rate and Methodology.** Services and related costs incurred shall be billed at Board of Supervisors approved contract service rates effective for the fiscal year 2012-13 term, in an amount estimated not to exceed \$75,000, and charged to the SA at a frequency no more than on a quarterly basis, or as may be agreed in writing by the parties.
5. **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and the officers, agents and employees of County are not, and shall not be deemed, SA employees for any purpose, including workers' compensation, and shall not be entitled to any of the benefits accorded to SA employees, if any.
6. **Indemnification.** SA shall defend, indemnify, and hold harmless the County, as well as its respective officers, agents, and employees who perform any services or duties under this Agreement, from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by the County or its officers, agents, or employees, of services under this Agreement.
7. **Amendment.** This Agreement may only be modified or amended in writing and with the prior written consent of both parties.
8. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**MEMORANDUM OF AGREEMENT REGARDING CONTINUING SERVICES
BETWEEN THE COUNTY OF VENTURA AND THE SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY OF THE COUNTY OF VENTURA
FOR ONGOING PIRU TOWN SQUARE GENERAL SERVICES**

9. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be in the Superior Court of Ventura County, California.
10. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF VENTURA, a political
Subdivision of the State of California

Dated: 9/19/2012

By: 
Steve Morgan
Chief Deputy Director
General Services Agency

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT
AGENCY OF THE COUNTY OF VENTURA

Dated: 9/19/12

By: 
Donna Plummer
Secretary, Successor Agency to the Former
Redevelopment Agency of the County of Ventura