

FUNDING AND USE AGREEMENT REGARDING FAMILY JUSTICE CENTER IN THE CITY OF OXNARD

This Funding and Use Agreement Regarding Family Justice Center in the City of Oxnard (“Agreement”) is entered into as of September 26, 2023 (the “Effective Date”), by and between the COUNTY OF VENTURA, (“County”) and the City of Oxnard (“City”), a California municipal corporation, with reference to the following facts. County and City may be referred to collectively herein as the “Parties.”

RECITALS

A. As of the Effective Date, the County owns real property, improved with a two-story building, located at 554-555 South A Street in the City of Oxnard, California (“Property”), which the County acquired for \$4,100,000 (“Acquisition Costs”).

B. The County intends to establish a Family Justice Center (“FJC”) at the Property to support underserved residents of the City of Oxnard and the surrounding unincorporated areas, including victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking and hate crimes.

C. The City desires to provide a \$2,000,000 payment to County to contribute toward the County’s Acquisition Costs upon certain conditions, including the condition that the County establish a FJC at the Property and allow City use of the FJC to further the purpose of the FJC.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The foregoing recitals are incorporated herein by this reference.

Section 2. Payment. The City shall provide the County with a one-time payment in the amount of two million dollars (\$2,000,000.00) within 60 days after the Effective Date. County shall use the payment solely to help offset the County’s Acquisition Costs.

Section 3. Term. This Agreement shall be in effect from the Effective Date for a period of 20 years, unless terminated sooner in accordance with the applicable provision of this Agreement. The Parties may extend the term of this Agreement by mutual written agreement.

Section 4. Establishment of FJC. The City's payment is conditioned on the County's establishment of a FJC at the Property to support to the underserved residents of the City of Oxnard and the surrounding unincorporated areas, including victims of domestic violence, sexual assault, child abuse, elder abuse, human trafficking and hate crimes.

Section 5. City's Use of FJC. While this Agreement remains in effect, the County shall provide the City with use of the FJC and Property in accordance with the following:

A. Exclusive secured badge access and use for the City of Oxnard Police Department ("OPD") as follows: (i) one office for sergeant for the OPD Family Protection Unit; (ii) one office for three detectives for the OPD Domestic Violence Investigations Unit and Internet Crimes Against Children; (iii) one office for five OPD detectives for the Sexual Assault Investigations Unit; and (iv) one office for OPD general law enforcement staff.

B. Secured Safe Harbor examination, interview, observation and family rooms for a total of four (4) offices.

C. Security features including badge access, premises lighting, video monitoring and security alarm system. County will work with City to designate and secure parking for City employees.

D. Furnishings, business machines, internet access and connectivity to OPD database.

E. City shall not conduct any commercial activity at the FJC without the prior written consent of County which may be withheld in the sole judgment of County.

F. If City desires to engage or use the services of a third party in connection with any improvements or repairs to the City offices provided under this Agreement, City shall give County written notice of such intention prior to commencement of any such work. Said notice shall state the name, address, and qualifications of the third party, and County shall have the right to refuse to permit, to condition, or to stop any such work at any time and in its sole judgment.

G. City shall conform to all rules and regulations, and local building and fire codes in connection with its use of the City offices provided under this Agreement. City shall not engage in or permit any activity at the FJC which causes an increase to County's insurance rates or damage to the FJC. Any use of power tools by City at the FJC that increase the hazard of fire is strictly prohibited. City agrees to fully and promptly compensate County, upon demand, for any and all costs associated with the loss of and damage to the Property caused by City's use of the offices provided under this Agreement.

H. The use of combustible chemicals for painting, welding, or other repairs at the Property by City is strictly prohibited.

I. City shall not exercise any right granted herein in a manner which unreasonably interferes with the lawful use of the Property by County or others.

J. City shall permit County's authorized agents free access to City's offices provided under this Agreement at all reasonable times for the purpose of inspection or for making improvements or repairs deemed necessary by County.

K. City shall not make or cause to be made any alteration to City's offices provided under this Agreement without the prior written consent of County. County shall maintain City's offices provided under this Agreement in a safe and unobstructed manner, keeping same free of obstacles, debris and hazardous conditions.

L. County may specify different office space(s) to replace any office space(s) previously designated for City's use under this Agreement.

M. County agrees to provide basic janitorial services and access to utilities for City's offices provided under this Agreement.

Section 6. Relocation or Cessation of City's FJC Use.

A. Relocation. The County in its sole discretion may elect to cease operating an FJC at the Property and provide the City with Equivalent Office Space as is provided to the City under this Agreement at an alternate location to be mutually agreed upon by the Parties. "Equivalent Office Space" shall mean office space that is comparable in size, quality and functionality to the office space occupied by the City at the Property. In such instance this Agreement shall remain in effect but shall be administratively updated to memorialize the new location of the FJC.

B. Cessation of City Use. The County in its sole discretion may terminate this Agreement and end the City's use of the FJC by either: (i) ceasing to operate an FJC at the Property and not providing the City with equivalent office space pursuant to Section 6(A) above, or (ii) ending the City's use of the FJC for any or no reason. The County shall provide the City with at least 60 days' written notice before making either election in which case the County shall, as applicable: (i) sell the Property and pay the City an amount equal to 20 percent of the Property's sales proceeds; or (ii) if the Property is not sold, pay the City an amount equal to 20 percent of the then-fair market value of the Property as determined by a licensed appraiser to be chosen upon the mutual agreement of the Parties. This Section 6(B) shall not apply if the County terminates this Agreement for cause pursuant to Section 15 below.

Section 7. City's Support of FJC's Mission. While this Agreement remains in effect, the City agrees to support the mission of the FJC by:

A. Maintaining a presence of sworn personnel assigned to the OPD's Domestic Violence and Sexual Assault Units at the FJC.

B. Maintaining OPD's partnership with the FJC in good standing.

C. Maintaining OPD's membership on the Multi-Disciplinary Interview Center Steering Committee in good standing.

D. Providing County with regular reports showing that City's support for the mission of the FJC has provided benefits to those clients that the FJC seeks to serve. County shall be the sole judge or whether or not the services provided by City are actually providing the benefits claimed by City.

Section 8. Relationship of Parties. Nothing in this Agreement shall be interpreted or understood by either of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and City or the City's agents, employees or contractors regarding the subject matter hereof. The County shall be solely responsible for its own acts and those of its agents and employees regarding the acquisition, development and operation of the FJC.

Section 9. Defense and Indemnification.

A. The County agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the City) the City, City Councilmembers, and other City officials, employees and agents, from and against any and all third-party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of or related to this Agreement including but not limited to the County's acquisition, development, operation, and use of the FJC, except to the extent caused by the City's breach of its obligations under this Agreement or its sole active negligence or willful misconduct.

B. The City agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the County) the County, County Supervisors, and other County officials, employees and agents, from and against any and all third-party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of or related to the City's use of the FJC, except to the extent caused by the County's breach of its obligations under this Agreement or its sole active negligence or willful misconduct.

Section 10. Insurance.

A. City, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of City and Employer's Liability in the minimum amount of \$1,000,000.

B. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of City's insurance coverage and will not contribute to it.

C. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D. The County of Ventura, its Board, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by City under the terms of this contract on all policies required (except Workers' Compensation).

E. City agrees to waive all rights of subrogation against the County of Ventura, its boards, agencies, departments, districts, officers, employees, agents and volunteers for losses arising from work performed by City under the terms of this contract as it pertains to Workers' Compensation.

F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's, Risk Management Division.

G. City agrees to provide County with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.

Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Section 11. Notices. Formal notices between the County and City shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and City as follows:

County:	City:
County of Ventura	City of Oxnard
Ventura County District Attorney	City Manager's Office
Attn: Michael Jump, Chief Deputy D.A.	Attn: Alexander Nguyen, City Manager
800 S. Victoria Ave., Suite 314	300 West Third Street, 4 th Floor
Ventura, CA 93009	Oxnard, CA 93030
(805) 654-3656 (TEL)	(805) 385-7430 (TEL)

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 12. Amendments. No amendment, alteration or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the parties.

Section 13. Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to all matters stated herein. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

Section 14. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 15. Dispute Resolution; Termination for Cause. If the Parties have a dispute that they are unable to resolve at the staff level, either Party may escalate the dispute to the executive staff level (i.e., to the City Manager and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Manager and the County Executive Officer are unable to resolve the dispute, the item in dispute may be presented to the City Council and the County Board of Supervisors for resolution. If the dispute remains unresolved after that step, a Party may terminate this Agreement for cause if the other Party has materially breached the Agreement and failed to cure the breach after having been provided a reasonable opportunity to do so. Venue for judicial proceedings involving a dispute over this Agreement shall be the Ventura County Superior Court. In the event the City terminates this Agreement for cause pursuant to this Section 15, the County shall pay the City an amount equal to 20 percent of the then-fair market value of the Property as determined by a licensed appraiser to be

chosen upon the mutual agreement of the Parties, in addition to any other damages owed to the City.

IN WITNESS WHEREOF, this Agreement is made by and between County and City as of the Effective Date.

County of Ventura

City of Oxnard

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

ATTEST

Rose Chaparro, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney