

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
June 10, 2025
Regular Meeting - 5:00 PM to 6:30 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 879 7118 4687
3. Passcode: 194462

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager / Executive Director / Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the May 27, 2025 regular meeting as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Finance Department

SUBJECT: Third Amendment to the Agreement with TG Consulting Services. (10 minutes)

RECOMMENDATION: That Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with TG Consulting Services (No. 32300132) for the implementation of Tyler EPL Licensing Module to increase the contract amount by \$70,000 for a total contract amount not to exceed \$360,937.50 and extend the contract for five months to November 30, 2025.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Gagjk7qRfPs>

Contact: Jialan Su, 805-385-7811

2. Finance Department

SUBJECT: First Amendment to Trade Services Agreement with InfoSend, Inc. for Utility Bill and

Business License Tax Form Printing, Inserting and Mailing Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Trade Services Agreement with InfoSend, Inc. (A-8467) for utility bill and business tax form printing, inserting, and mailing services to increase the contract amount by \$971,100 for a total contract amount not to exceed \$1,967,634 and extend the contract for two additional years to June 30, 2027.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HE9LfFNNTNQ>

Contact: Jialan Su, 805-385-7811

3. Information Technology Department

SUBJECT: Agreement with Toshiba Business Solutions for Printers and Scanners. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five year agreement with Toshiba America Business Solutions (No. 32600026) for the purpose of citywide managed print, scan and copy services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/bKsFnyc6cAA>

Contact: Robert Ruben, (805)385-7554

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: June 10, 2025

TO: Finance & Governance Committee

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance and Governance Committee approve the minutes of the May 27, 2025 regular meeting as presented.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Minutes of the Finance and Governance Committee for May 27 2025

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
May 27, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:01 p.m., Chair Luis A. Mc Arthur called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis A. Mc Arthur, Member Gabriela Rodriguez and Member Aaron Starr were present.

The flag salute was followed by a moment of silence in honor of former Mayor Thomas E. Holden who passed away on Monday, May 26, 2025.

Staff members present were Alexander Nguyen, City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Michelle McCarron, Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the May 13, 2025 regular meeting as presented.

No public comments were received.

It was moved by Member Rodriguez, seconded by Chair Mc Arthur, to approve the Information/Consent item as presented. VOTE: Rodriguez, Starr and Mc Arthur voted in favor; the motion carried 3-0.

D. REPORTS

1. Finance Department

SUBJECT: Annual Investment Policy and Delegation of Investment Authority.

RECOMMENDATION: That Finance and Governance Committee recommends that the City Council:

1. Adopt a resolution adopting FY 2025-26 investment policy for the City of

Oxnard; and

2. Adopt a resolution delegating investment authority to the City Chief Financial Officer.

Javier Chagoyen-Lázaro, Chief Financial Officer; Stephen Fischer, City Attorney and Kenneth Rozell, Chief Assistant City Attorney were available to answer the committee's questions. Public comments were received from Jim Lavery. Discussion ensued among the Committee and staff.

It was moved by Member Rodriguez, seconded by Chair Mc Arthur, to approve the recommended action as presented. VOTE: Mc Arthur and Rodriguez voted in favor; the motion carried 2-1 with Member Starr voting no.

2. Public Works Department

SUBJECT: Fiscal Year (FY) 2025-26 Resolution to Levy Assessments in the Waterways Maintenance District. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council, acting as the legislative body for the Waterways Maintenance District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2025-26, and
2. Adopt a resolution to levy the maintenance assessment on property within the Waterways Maintenance District for Fiscal Year 2025-26.

Anthony Miller, Special Districts Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Chair Mc Arthur, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Mc Arthur and Rodriguez voted in favor; the motion carried 2-1 with Member Starr voting no.

3. Public Works Department

SUBJECT: Fiscal Year (FY) 2025-26 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5, 8, 9 and 2000-3. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5, 8, 9 and 2000-3:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2025-26;
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2025-26;
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at

- Mandalay Bay) for Fiscal Year 2025-26;
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2025-26;
 5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2025-26;
 6. Adopt a resolution setting a special tax rate within CFD No. 8 (Sakioka Farms Business Park) for Fiscal Year 2025-26;
 7. Adopt a resolution setting a special tax rate within CFD No. 9 (North Shore at Mandalay Bay) for Fiscal Year 2025-26;
 8. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2025-26; and
 9. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager and Mark Mandell, with Mandell Municipal Counseling presented and answered the Committee's questions. Public comment was received from Gwynneth Doyle. Discussion ensued among the Committee and staff.

It was moved by Chair Mc Arthur, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Rodriguez and Mc Arthur voted in favor; the motion carried 2-1 with Member Starr voting no.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 5:41 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 10, 2025

TO: Finance & Governance Committee

FROM: Jialan Su, Assistant Chief Financial Officer / Assistant City Treasurer, 805-385-7811, jialan.su@oxnard.org

SUBJECT: Third Amendment to the Agreement with TG Consulting Services. (10 minutes)

RECOMMENDATION

That Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with TG Consulting Services (No. 32300132) for the implementation of Tyler EPL Licensing Module to increase the contract amount by \$70,000 for a total contract amount not to exceed \$360,937.50 and extend the contract for five months to November 30, 2025.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Gagjk7qRfPs>

BACKGROUND

Due to the unforeseen delay in the implementation of the Tyler EPL Licensing Module, there is a need to extend the agreement with TG Consulting Services (also referred to as the consultant). The consultant is to serve as the Subject-Matter Expert for the full implementation of Tyler EPL Licensing Module and also to assist with the related training for the licensing staff to use the Licensing Module after the Licensing Module goes live. The needed services are not services that are readily available to purchase from a vendor and can only be provided by a qualified and highly experienced professional, as is TG Consulting Services.

DISCUSSION:

TG Consulting Services has over 29 years of experience in municipal licensing with the City of Oxnard's Billing and Licensing Division as the former Treasury Supervisor and License Collector before retirement. The consultant has extensive knowledge and expertise of the City's business tax and permitting process and municipal code and ordinances, and has been working with the City staff and Tyler Technology to assist with the implementation of Tyler EPL Licensing Module for the past two years under the current agreement. The knowledge and experience of the consultant makes her the only qualified person to provide the needed services in order to successfully implement Tyler EPL Licensing Module and to assist with the related training after the Licensing Module goes live.

The need for this contract extension is due to the go-live time for Tyler EPL Licensing Module being revised to the 2nd half of 2025. This revision has resulted in an extended period for the implementation of the Licensing Module, including the discovery phase, the configuration phase, and the testing phase, thus, requiring TG Consulting Services, the Subject-Matter Expert, to continue working with the City staff and Tyler Technology

staff to ensure the completion of the implementation for the Tyler EPL Licensing Module. In addition, once the Licensing Module goes live, the licensing staff at the Billing and Licensing Division will need the consultant's assistance with related training on how to use the Licensing Module.

The current agreement was entered into with TG Consulting Services on January 1, 2023, with the First Amendment being entered into on September 26, 2023, and the Second Amendment on July 2, 2024. This amendment will extend the expiration date of the agreement from June 30, 2025, to November 30, 2025.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

This amendment will increase the amount of the contract by \$70,000, resulting in the total contract amount of \$360,937.50. Twenty percent (20%) of the funding for this agreement, which is \$14,000, has been included in the General Fund (101) Finance Department - Billing and Licensing Division's proposed Fiscal Year 2025-26 operating budget. The remaining eighty percent (80%) of the amendment amount, which is \$56,000, will be funded by the EPL budget included in the ERP Implementation capital project (Capital Outlay Fund 301), funded by the General Fund (101).

For Finance Use Only:

General Fund (Org. 1011622 Obj. 53200); Capital Outlay Fund (Org. 3011804 Obj. 53200) Project C2034

Prepared by: Jialan Su, Assistant Chief Financial Officer / Assistant City Treasurer

ATTACHMENTS

1. Agreement For Professional Services TG Consulting Services SIGNED
2. First Amendment to Contract 32300132 TG Consulting Services SIGNED
3. Second Amendment to Contract 32300132 TG Consulting Services SIGNED
4. TG 3rd Amendment - TG Consulting and CAO signed

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2023
- (2) Consultant: TG Consulting Services
- (3) Services: Fully train all licensing staff in all aspects of the City's licensing process to include but not limited to, processing and issuance of Business Tax Certificates, permits, and any additional licensing requirements. Be the City's liaison and subject matter expert to assist in the full integration with Tyler EnerGov. Review and assess current processes and procedures in the Licensing Division in the Department of Billing and Licensing and implement necessary changes to streamline and improve processes. Review and update Licensing forms, manuals, desk procedures, City Code, etc. as needed.
- (4) Schedule of Services: Consulting services will commence on January 3, 2023 through June 30, 2024 with the option of extending if necessary. See Schedule of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: Not to exceed \$122,437.50
- (7) City's Project Manager: Daniel Chavez, Management Analyst II
- (8) Consultant's Project Manager: Tammy Gutierrez
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

TG Consulting Services
1000 Town Center Dr, Ste 300
Oxnard, CA 93036

FOR CITY:

Billing and Licensing Department
214 South C Street
Oxnard, CA 93030

Attn: Tammy Gutierrez

Attn: Eden Alomeri, Director of Revenue and
Licensing/Assistant City Treasurer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Tammy Gutierrez
fntamg@yahoo.com

CITY'S PROJECT MANAGER:

Daniel Chavez
daniel.chavez@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-B)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the 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.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the 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 and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the 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.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. 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 18704 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

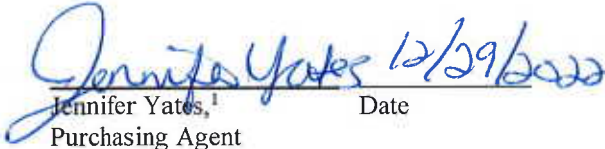
[Signatures on next page]

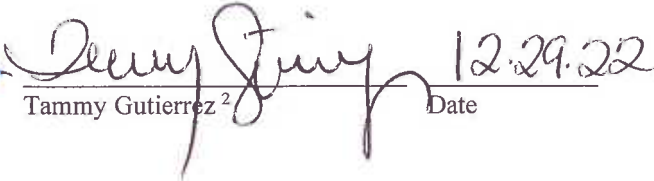
Agreement No. 32300132

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

TG CONSULTING SERVICES

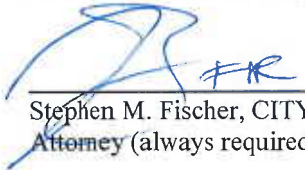
 12/29/22
Jennifer Yates,¹ Date
Purchasing Agent

 12.29.22
Tammy Gutierrez² Date

ATTEST:

N/A
Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

 12/28/22
Stephen M. Fischer, CITY Date
Attorney (always required)

¹ The City Council must authorize any agreement over \$200,000 annually. The City Manager may authorize any agreement over \$100,000 up to \$200,000 annually. The Purchasing Agent may authorize any agreement up to \$100,000 annually. All agreements shall be executed by the Purchasing Agent.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

A . Work to be completed

- i. Fully train all licensing staff in all aspects of the City's licensing process to include but not limited to, processing and issuance of Business Tax Certificates, permits, and any additional licensing requirements. (Due March 31, 2023)
- ii. Be the City's liaison and subject matter expert to assist in the full integration with Tyler EnerGov. (Due June 30, 2024)
- iii. Review and assess current processes and procedures in the Licensing Division in the Department of Billing and Licensing and implement necessary changes to streamline and improve processes. (Due June 30, 2024)
- iv. Review and update Licensing forms, manuals, desk procedures, City Code, etc. as needed. (Due June 30, 2024)

RATES AND COSTS EXHIBIT

- v. The consultant shall provide the Director of Billing and Licensing weekly updates on staff training progress.
- vi. The consultant shall provide an invoice of service charges on a monthly basis.
- vii. The consultant is required to be the sole consulting service provider, no substitutions will be accepted.
- viii. The consultant shall be compensated at an hourly rate of \$125.00 per hour of service provided.
- ix. The consultant shall track time at lowest of ¼ hour increments.

INSURANCE EXHIBIT

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/02/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER			CONTACT NAME:				
Desmond Sandlin(3030340)			PHONE (A/C, NO, EXT): 805-389-6822		FAX (A/C, NO): 805-389-6994		
1297 Flynn Rd Ste 220			E-MAIL ADDRESS: dsandlin@farmersagent.com				
Camarillo CA 93012-8029			INSURER(S) AFFORDING COVERAGE				
			INSURER A: Truck Insurance Exchange		NAIC # 21709		
			INSURER B: Farmers Insurance Exchange		21652		
			INSURER C: Mid Century Insurance Company		21687		
			INSURER D:				
			INSURER E:				
			INSURER F:				
INSURED							
GUTIERREZ, TAMMY							
1037 AGUSTA AVE							
CAMARILLO CA 93010							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	Y	Y	607017559	12/01/2022	12/01/2023	PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						
	☐ OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY		N				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS ONLY						
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
CITY OF OXNARD INSURANCE COMPLIANCE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
PO BOX 100085				AUTHORIZED REPRESENTATIVE			
DULUTH GA 30006							
ACORD 25 (2016/03)				©1988-2015 ACORD CORPORATION. All Rights Reserved			
31-1769 11-15				The ACORD name and logo are registered marks of ACORD			

INSURANCE EXHIBIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 607017559

J6840
2nd Edition**ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	City of Oxnard Insurance Compliance
Location Of Covered Operation(s):	1000 Town Center Dr Ste 300 Oxnard, CA 93036
Effective Date Of Endorsement:	12/01/2022
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

- A.** With respect to the additional insured described in Paragraph B. of this endorsement, the following exclusions are added to Paragraph 1. **Applicable To Business Liability Coverage** under Section B. **Exclusions:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
2. "Bodily injury" or "property damage" occurring after:
 - a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
 - b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.
4. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured(s);
 - b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
 - c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

INSURANCE EXHIBIT

- B. Section C. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:
1. Your ongoing operations performed for such person or organization at the location designated above;
 2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
 3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.
- C. With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.**

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

- A. With respect to the additional insured described in Paragraph B. of this endorsement, Section H. Other Insurance is replaced by the following:**

H. Other Insurance

1. Primary and Noncontributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;
- b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and
- d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

INSURANCE EXHIBIT

City of Oxnard Request for Insurance Waiver

This form must be filled out in ink by Vendor.

Agreement No.: 32300132 Project Manager's Name: Eden Alomeri

Vendor's Name: TG Consulting Services

Waiver Reason (Check all that apply):

☒ **Auto Liability**

The Vendor does not and will not own any vehicles throughout the entire duration of, and/or does not and will not use any vehicles in, its business with the City of Oxnard.

☒ **Workers' Compensation Insurance**

Vendor currently has no employees, and will not have any employees throughout the entire duration of its business with the City of Oxnard, for whom the Vendor is or would be required by any Workers' Compensation Laws to carry such insurance.

☐ **Other (Describe)**

I, the undersigned, certify under penalty of perjury that the information provided herein is complete and truthful. I understand that any misrepresentation will be grounds for not awarding the Agreement to Vendor; if the Agreement has already been awarded, any misrepresentation is considered a breach of the Agreement for which the City of Oxnard ("City") shall have the right to immediately terminate the Agreement without consequences. The City retains all other legal rights available to it for breach of contract.

I warrant and represent that I have the authority to execute this Request for Insurance Waiver ("Request") on behalf of Vendor and to bind it to the information provided herein. If any of this information becomes inaccurate, I will immediately notify the City and provide updated information in writing, under penalty of perjury. If, subsequent to this disclosure, the Risk Manager determines that such information makes Vendor no longer qualified for an insurance waiver, Vendor shall immediately submit the required insurance and stop all work for the City until that insurance is approved.

To the maximum extent permitted by law, Vendor shall, at its sole cost, expense and risk, defend (with competent counsel approved by the City), indemnify, and hold harmless the City and its legislative bodies, officials, officers, employees, and agents ("Indemnitees") from and against any claim (including, without limitation, a claim for bodily injury, death or damage to property), demand, obligation, damage, action, cause of action, suit, loss, stop payment notice, judgment, fine, lien, penalty, liability, cost and expense of every kind and nature whatsoever ("Claim") in any manner arising out of, incident to, related to, or in connection with not having the insurance being waived as listed herein. Should Vendor be responsible for defending and/or indemnifying the Indemnitees or any of them pursuant to another contract with the City, and it is possible that the relevant situation would be covered by the insurance being waived as listed above, Vendor shall, at its own expense, be responsible for the full possible insurance contribution. This provision shall survive the term and termination of Vendor's other contract.

INSURANCE EXHIBIT

with the City, is intended to be as broad and inclusive as is permitted by law, and is in addition to any other rights and/or remedies Indemnities may have.

A signed copy of this Request transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Request for all purposes.

Date: 12.2.22

TG Consulting Services

Vendor's Name

Amey M. Singh, owner

Signor 1's Name and Title

Signor 2's Name and Title

When completed and signed, submit this form via email to:

cityofoxnard@ebix.com

with a copy to:

amelia.pacheco@oxnard.org

Risk Management Use Only

Waiver Approved: _____

Waiver Denied: _____

Entered in Ebix: _____

INSURANCE EXHIBIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 607017559


J6840
 2nd Edition

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
 BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	The City of Oxnard, its City Council, officers, employees and volunteers
Location Of Covered Operation(s):	214 S C St. Oxnard, CA 93030
Effective Date Of Endorsement:	12/01/2022
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

- A. With respect to the additional insured described in Paragraph B. of this endorsement, the following exclusions are added to Paragraph 1. **Applicable To Business Liability Coverage under Section B. Exclusions:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" occurring after:

- a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
- b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.

4. "Property damage" to:

- a. Property owned, used or occupied by or rented to the additional insured(s);
- b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
- c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

INSURANCE EXHIBIT

- B.** Section **C. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:
1. Your ongoing operations performed for such person or organization at the location designated above;
 2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
 3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.
- C.** With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

- A.** With respect to the additional insured described in Paragraph **B.** of this endorsement, Section **H. Other Insurance** is replaced by the following:

H. Other Insurance

1. Primary and Noncontributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;
- b. Such written contract or written agreement referenced in a. above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and
- d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

INSURANCE EXHIBIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



E3306
1st Edition

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

12/22/2022

Effective Date

607017559

Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:
CITY OF OXNARD INSURANCE COMPLIANCE

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

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against
Others To Us in the Businessowners Common Policy
Conditions** is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

E3306-ED1 6-97
91.3306

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Page 1 of 1
E3306101

FIRST AMENDMENT TO TG CONSULTING SERVICES AGREEMENT

This First Amendment ("First Amendment") to the TG Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 26th day of September, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and TG Consulting Services ("Consultant"). This First Amendment amends the Agreement entered into on January 1, 2023, by City and TG Consulting Services.

City and TG Consulting Services agree as follows:

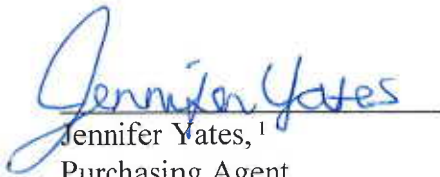
1. The "amount," in Section 6 of the Cover Page of the Agreement is hereby amended to increase the agreement by \$22,500.00 with a new "Total agreement amount not to exceed \$144,937.50." The agreement ending date of June 30, 2024 remains unchanged.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

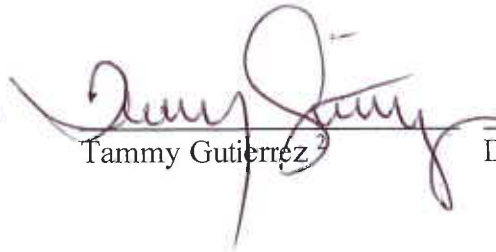
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

TG CONSULTING SERVICES


Jennifer Yates,¹
Purchasing Agent

10/11/2023
Date


Tammy Gutierrez,²

10.3.23
Date

ATTEST:

N/A
Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City
Attorney (always required)

10/10/23
Date

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

SECOND AMENDMENT TO TG CONSULTING SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the TG Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of July, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and TG Consulting Services ("Consultant"). This Second Amendment amends the Agreement entered into on January 1, 2023, by City and TG Consulting Services. The Agreement previously has been amended on September 26, 2023, by a First Amendment.

City and TG Consulting Services agree as follows:

1. The "amount," in Section 6 of the Cover Page of the Agreement and First Amendment is hereby amended to increase the agreement by \$146,000.00 with a new "Total agreement amount not to exceed \$290,937.50."
2. The agreement ending date of June 30, 2024 is revised and extended to end on June 30, 2025.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

TG CONSULTING SERVICES

for
John C. Zaragoza
John C. Zaragoza,¹
Mayor

7-2-24
Date

Tammy Gutierrez *6-24-24*
Tammy Gutierrez² Date

ATTEST:

Rose Chaparro *7/8/24*
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer *7/11/24*
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

THIRD AMENDMENT TO TG CONSULTING SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the TG Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of June, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and TG Consulting Services ("Consultant"). This Third Amendment amends the Agreement entered into on January 1, 2023, by City and Consultant. The Agreement previously has been amended on September 26, 2023, by the First Amendment, and on July 2, 2024, by the Second Amendment.

City and Consultant agree as follows:

1. Section (6) of the Cover Page of the Agreement is hereby amended to increase the Agreement amount by \$70,000.00, and Section 6 is amended to read: "Total Agreement amount: Not to exceed \$360,937.50."
2. The Agreement Ending Date in Section (5) the Cover Page of the Agreement is hereby amended to read: "November 30, 2025."
3. The City contact for mailed notice specified in Section (10) of the Cover Page of the Agreement is hereby amended to read: "Jialan Su, CPA, Assistant CFO/Assistant City Treasurer"
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Third Amendment on the date first written above.

CITY OF OXNARD

TG CONSULTING SERVICES

☐ Luis Mc Arthur, Mayor¹

_____ Date

 5.28.25
Tammy Gutierrez Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 5/29/2025
Stephen M. Fischer, Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 10, 2025

TO: Finance & Governance Committee

FROM: Jialan Su, Assistant Chief Financial Officer / Assistant City Treasurer, 805-385-7811, jialan.su@oxnard.org

SUBJECT: First Amendment to Trade Services Agreement with InfoSend, Inc. for Utility Bill and Business License Tax Form Printing, Inserting and Mailing Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Trade Services Agreement with InfoSend, Inc. (A-8467) for utility bill and business tax form printing, inserting, and mailing services to increase the contract amount by \$971,100 for a total contract amount not to exceed \$1,967,634 and extend the contract for two additional years to June 30, 2027.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HE9LfFNNTNQ>

BACKGROUND

InfoSend, Inc. is currently performing the printing, inserting and mailing services for the City. The Billing and Licensing Division creates the charges for water, wastewater and solid waste services delivered to customers within the City and in selected surrounding areas. Utility bills are mailed daily Monday through Thursday to approximately 45,000 customers each month. The Billing and Licensing Division also sends out notices of business tax certificate renewals to approximately 12,000 individuals and establishments who conduct business or are based within the City. Approximately 2,000 business tax renewal forms and 1,000 business tax certificates are mailed out each month. In addition, Water, Wastewater, and Environmental Resources Divisions of the Public Works Department and the Police Department use the services provided by InfoSend for their public educational campaigns on an as-needed basis. The current contract was awarded to InfoSend in June 2022 after an RFP process was conducted in Feb 2022, and will expire on June 30, 2025.

DISCUSSION

InfoSend, Inc. is one of the largest printing facilities in California and services many government agencies in California and nationwide. Some of their customers include the cities of Ventura, Pasadena, San Bernardino, and Carlsbad. Since 2012, InfoSend has consistently provided exceptional services to various agencies of the City, including mainly the Billing and Licensing Division, as well as the Water, Wastewater, and Environmental Resources Divisions of the Public Works Department, and the Police Department. InfoSend has over 100 clients using the Tyler Technology software, which is the ERP software currently being used and implemented by the City. InfoSend maintains a high level of security not only for their facilities, but also for

their information system as well. They are PCI Level 1 audited and certified, which is the highest level of certification within the Payment Card Industry Data Security Standard (PCI DSS), and which shows that InfoSend has gone above and beyond to meet the most stringent security requirements set by the PCI Security Standards Council. Due to the large volume of mail leaving their facility and their adherence to strict procedural protocols, U.S. Postal Service assigned their location as a detached mail unit. There is a USPS facility on site that checks each mail piece before leaving the building for barcode and CASS certification granted by USPS. This ensures faster delivery because the city's mail is processed ahead of other unverified mail at the distribution center. This certification also qualifies each mail to a postage discount of \$0.005 per piece. InfoSend passes this discount to the City. InfoSend processes the City's mail at the lowest available USPS postage rate and passes through the actual postage rate realized to the City – including the discount of \$0.005 per piece.

This amendment will extend the expiration date of the current contract from June 30, 2025 to June 30, 2027.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The requested amount for the contract amendment with InfoSend, Inc., \$971,100 will increase the total contract amount to \$1,967,634. The \$971,100 increase will be allocated per fiscal year to the two funds within the Billing and Licensing Division as well as to the four Divisions and Departments as presented in the following three tables:

Table 1:

Cost Allocation between the Billing and Licensing Division and Other Divisions/Departments

Contract Year	Fiscal Year	City Total	B&L Division Total	Other Division/ Departments Total
Current FY Shortage	FY 2024-2025	\$ 32,100	\$ 32,100	\$ -
Year 1	FY 2025-2026	\$ 447,000	\$ 436,000	\$ 11,000
Year 2	FY 2026-2027	\$ 492,000	\$ 481,000	\$ 11,000
Amendment Total		\$ 971,100	\$ 949,100	\$ 22,000

Table 2:

Cost Allocation between the Two Funds within the Billing and Licensing Division

Contract Year	Fiscal Year	B&L Division Total	Utility Billing	Business Licensing
			Fund 725-1623 Total	Fund 101-1622 Total
Current FY Shortage	FY 2024-2025	\$ 32,100	\$ 30,000	\$ 2,100
Year 1	FY 2025-2026	\$ 436,000	\$ 408,000	\$ 28,000
Year 2	FY 2026-2027	\$ 481,000	\$ 450,000	\$ 31,000
	Total	\$ 949,100	\$ 888,000	\$ 61,100

Table 3:
Cost Allocation among Other City Divisions and Departments

Contract Year	Fiscal Year	Other Division/ Departments Total	Water Division	Wastewater Division	Environmental Resources Division	Police Department
			Fund 601-3600	Fund 611-3610	Fund 631-3630	Fund 101-2111
Year 1	FY 2025-2026	\$ 11,000	\$ 4,000	\$ 2,000	\$ 4,000	\$ 1,000
Year 2	FY 2026-2027	\$ 11,000	\$ 4,000	\$ 2,000	\$ 4,000	\$ 1,000
	Total	\$ 22,000	\$ 8,000	\$ 4,000	\$ 8,000	\$ 2,000

Staff estimated the annual amounts requested for this amendment based on several assumptions, including the average number of monthly utility bills sent to the customers, the average number of monthly business license tax forms sent to businesses, the average monthly invoice amount for the past ten months, the estimated future service needs from Water, Wastewater, and Environmental Resource Divisions and the Police Department, the increase of 10% to the postage by the U.S. Postal Service that will become effective in July 2025, and a 7.22% Consumer Price Index increase for the period of July 2022 to January 2025 that is incorporated into the revised schedule of service fee and cost of materials in the contract amendment.

For the current fiscal year, FY 2024/25, the shortage was due to an increase in the number of customers, businesses, and USPS postage and will be funded by cost savings from other areas within the Billing and Licensing Division. For future fiscal years, the requested amendment amount will be incorporated in the budget process.

Prepared by: Jialan Su, Assistant Chief Financial Officer / Assistant City Treasurer

ATTACHMENTS

1. A-8467 fully executed
2. SIGNED - First Amendment to Professional Service Agreement (City of Oxnard) v2

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2022
- (2) Vendor: Infosend, Inc.
- (3) Services: Utility Bill and Business Tax form Printing, Inserting and Mailing Services
- (4) Schedule of Services: Monday to Friday 8am – 5pm
 - See Scope of Services Exhibit-A and Rate and Costs Exhibit-B, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2025
- (6) Total Agreement Amount: \$ 996,534
- (7) City's Project Manager: Armida Monares, Billing & Licensing Supervisor
- (8) Vendor's Project Manager: Matt Schmidt, Chief Operating Officer
- (9) Insurance Coverage: INS-A
- (10) What wages are required for this Project?
 - ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice: *FOR*

VENDOR: 4240 E La Palma Ave,
Anaheim, CA 92807

Attn: Russ Rezai, President

(12) Contact Emails:

Matt.s@infosend.com

VENDOR'S PROJECT MANAGER:

Matt Schmidt, Chief Operating Officer

FOR CITY: 214 South C Street, Oxnard, CA 93030

Attn: Armida Monares, Billing & Licensing Supervisor

armida.monares@oxnard.org

CITY'S PROJECT MANAGER:

Armida Monares, Billing & Licensing Supervisor

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- χ Scope of Services Exhibit
- χ Rates and Costs Exhibit

- χ Living Wage Policy Exhibit
- χ Insurance Exhibit (INS-C)



AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the 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 Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

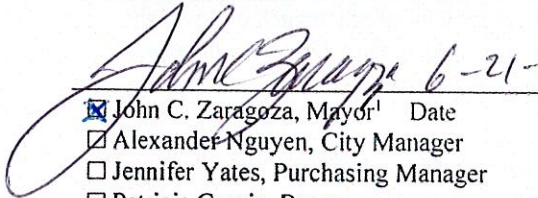
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

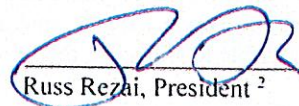
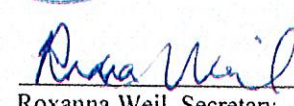
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

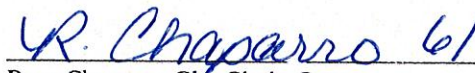
CITY OF OXNARD

INFOSEND, INC

 6-21-22
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Patricia Garcia, Buyer

 5/16/22
 Russ Rezai, President² Date
 5/17/22
 Roxanna Weil, Secretary Date

ATTEST:

 6/21/22
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 6/1/2022
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received---on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid---to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

SCOPE OF SERVICES

EXHIBIT A

1. Vendor is a "Full Service" vendor capable of providing all services requested with no subcontracting of any portions of the projects, including presorting, artwork, programming, etc.
2. Vendor has a backup plan for disaster recovery and business continuity.
3. Vendors production facility, where forms will be printed and mailed, is located within the State of California.
4. Vendor is responsible for procuring and warehousing forms and envelopes in anticipation of printing needs at no cost.
5. Vendor will allow City representatives to view the production facility before selection of final vendor and/or during production of statements after the contract is awarded. This includes the possibility of a test run of a full file of bills with a City representative at the vendor's production facility.
6. Vendor has the capability to allow search and view of sample statements before and after mailing.
7. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
8. Vendor has the ability to handle a high-volume production on a daily basis.
9. All functions must be handled start to finish on the same premise, including in house presorting.
10. Bill to the City will include at minimum the following information presented on a monthly invoice:
 - a. Detailed cost of print, fold, insert, meter, sort of regular bills.
 - b. Detailed cost of print, fold, insert, meter, sort of delinquent notices.
 - c. Detailed cost of print, fold, insert, meter, sort of final accounts: 1st notices.
 - d. Detailed cost of print, fold, insert, meter, sort of final accounts: 2nd notices.
 - e. Detailed cost of print, fold, insert, meter, sort of business tax certificate renewal notices.
 - f. Detailed cost of print, fold, insert, meter, sort of business tax certificate delinquent notices.
 - g. Detailed cost of print, fold, insert, meter, sort of business tax certificate final notices.
 - h. Detailed cost of print, fold, insert, meter, sort of business tax certificates.
 - i. Cost of house holding certain statements.
 - j. Detailed cost of print, fold, insert of additional materials handled such as inserts.
 - k. Postage
 - j. Other charges

PRINTING

1. Vendor is able to print same or better level of detail as current forms.
2. Vendor is able to print variable data in black, black plus one spot color, black plus multiple spot colors, or in full color (CMYK).
3. Vendor has ability to MICR/OCR laser print.
4. Vendor is capable of providing a graphical presentation of the water consumption data comparing usage for the last two 12-month periods.
5. Vendor is capable of printing standard 3 of 9 barcoding.
6. Vendor has multiple page and selective inserting capabilities (at least 5 inserts).
7. Vendor is able to laser image onto cut sheet paper.

8. Vendor is able to print in color advertisement on pre-designated area of the statement.
9. Vendor is able to print in color messages on pre-designated area of the statement.
10. Vendor is able to print on the back of utility bill the instructions on how to pay at 7-Eleven including the logos and barcode compatible with the 7-Eleven store system.
11. Imaging resolution used in printing is 600 DPI or better.
12. Vendor is able to preprint forms, envelopes, and fliers (if necessary).
13. Vendor is able to warehouse preprinted forms (if necessary) in climate controlled facility for use at specified time.

MAILING

1. Vendor is able to mail daily (4 days per week) runs of approximately 3,000 per day and twice this quantity two times per month.
2. Vendor is able to mail monthly runs of approximately 875 business tax certificates and 1,210 business tax certificate renewal notices.
3. Turnaround: vendor is able to guarantee next-day printing and delivery to bulk mail center if file is delivered and approved by 5 PM.
4. Vendor has capability to CASS/PAVE/NCOA certify mail piece to obtain the lowest possible postage rate.
5. Vendor will mail via presort First Class mail to maximize postal discount.
6. Vendor is able to sort to the carrier route level.
7. Vendor will use the USPS full service Intelligent Mail Barcode for all outgoing mail pieces. Vendor must pass on \$0.003 discount per mail piece applied by the USPS for all full service IMB barcoded mail pieces.
8. Vendor will presort to conform to latest USPS notification.
9. Vendor will include zip+4 barcoding on all outgoing mail.
10. Vendor is able to provide proof of delivery to the USPS on an as requested basis.
11. Vendor will pre-pay for postage on agency's behalf and bill agency for actual postage used on a monthly basis.
12. There will be one utility bill, one return envelope and at least one insert (if any) per envelope.
13. There will be one business tax certificate renewal notice, one return envelope and at least one insert (if any) per envelope.
14. There will be one business tax certificate per envelope.
15. Multiple statements to the same owner and mailing address will be matched and hand inserted in the appropriate size envelope, metered first-class separately and delivered to the USPS at the same time as other bills are delivered.
16. City of Oxnard utility bills will be sorted separately and delivered via courier to the City designated person/location.
17. Certain business tax certificates (under a predefined code) will be sorted separately and delivered via e-mail in PDF format to the City-designated person/location.

INSERTING

1. Vendor is able to print inserts and meet the following requirements:
 - a. Average Quantity: 40,000 Utility Bills and 2,085 Business Tax forms per month
 - b. Frequency: Minimum of one insert per mail piece.
 - c. Artwork: CRA
 - d. Halftones: One per insert (optional)

- e. Fold: To fit #10 envelope
- f. Pricing: Per thousand
- 2. Vendor is able to receive and accept for mailing drop-shipped inserts.
- 3. Vendor is able to accept inserts of different weight of paper, paper size and type of fold, etc.

TECHNOLOGY/HARDWARE

- 1. Vendor has ability to accept upgrades to current customer billing system
- 2. Vendor will provide a password secure/secure directory.
- 3. Vendor will provide one password per customer. vendor controlled-no unauthorized access.
- 4. Vendor will provide an emergency backup plan for production and has the ability to duplicate all machinery to avoid an out of service situation.
- 5. At a minimum, vendor is capable of accepting, receiving data during 24 hours in the following methods:
 - a. Electronic
 - b. CD and/or Flash Drive
 - c. Asynchronous transmission
- 6. Vendor has the capability to distinguish unique types of bills and business tax forms and use the appropriate color ink assigned to each type of forms:
 - Regular Bill
 - Regular Delinquent
 - 1st Final Notice
 - 2nd Final Notice
 - Business Tax Certificate Renewal Notices
 - Business Tax Certificate Delinquent Notices
 - Business Tax Certificate Final Notices
 - Business Tax Certificates
- 7. Vendor is able to perform Intelligent/Selective inserting based on unique type or other parameters provided in the data. Types might include but are not limited to the following examples:
 - a. Cycle/Route
 - b. Customer type (residential/commercial)
 - c. Zip Code
 - d. Business Classification Code
 - e. Business Rate Code
- 8. Vendor has the ability to archive the data for viewing bills on-line or for use at a later time, if needed.

ADDITIONAL SERVICES

- 1. Vendor is capable of archiving bills for viewing and approval prior to sending file to production.
- 2. Vendor is capable of archiving bills for viewing bills on-line.
- 3. Vendor will serve as a resource expert regarding USPS postal regulations.
- 4. Vendor will serve as a resource for solution-based recommendations regarding technological change(s).
- 5. Vendor has Scanner/imaging capability.

ARTWORK

All artwork, layouts, plates, negatives, proofs, and all data discs, i.e., CD, DVD, etc., will become property of the City of Oxnard.

Evidence of Insurance

Client#: 581753

INFOSENDI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/02/2022

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

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

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656		CONTACT NAME: Rocío Gutierrez PHONE (A/C, No, Ext): 949 900-1780 FAX (A/C, No): E-MAIL ADDRESS: rocio.gutierrez@marshmma.com															
INSURED InfoSend, Inc. 4240 E La Palma Avenue Anaheim, CA 92807		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: CompWest Insurance Company</td> <td>12177</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's London</td> <td>555555</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: CompWest Insurance Company	12177	INSURER C: Underwriters at Lloyd's London	555555	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT AT POLICY PER ☒ EMPLOY ☐ PRO-JECT ☐ LESO ☐ OTHER		36031149	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any and all person) \$10,000 PERSONAL & AUTO INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMODITY \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		73587120	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Per occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY / INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ OCCUR ☐ RETENTION \$		79896856	02/01/2022	02/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY EXCLUSIONS OR EXCLUSIONS OF EMPLOYERS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCV5504862* WCV6217250** *CA/OR/AZ/GA **FL/TX/IL	02/01/2022	02/01/2023	☒ PER RETIRE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EACH EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	*Prof Liab /Cyber		TRICE01743	02/01/2022	02/01/2023	\$5,000,000 Agg. /Claim
C	*Retro 12/01/06					\$100,000 Retention
A	Crime		68054862	02/01/2022	02/01/2023	\$300,000 /\$5,000 Ret.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Oxnard, its City Council, officers, employees and volunteers as additional insureds with regards to General Liability and Auto Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement in favor of City of Oxnard, its City Council, officers, employees, agents and volunteers per attached endorsement.

CERTIFICATE HOLDER City of Oxnard Insurance Compliance PO Box 100085 - OX Duluth, GA 30095-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S9285747/M9285467

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RATES AND COSTS EXHIBIT

Project Cost: Data Processing, Printing, and Mailing for Utility Bills

Initial and Ongoing, Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$NO COST CURRENTLY IMPLEMENTED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock. Vendor must be able to provide a micro-perforation on all 1-page statements and on the first page of each multiple page set. The additional pages of the multiple page sets must not have a perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$0.017	Per Sheet
Blank Outgoing Envelope Cost Double window #10 envelope with security tint. Double window #10 envelope with security tint (30% post-consumer recycled) Eco-envelope or reusable	\$0.022 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Blank Return Envelope Cost Single window #9 envelope with security tint.	\$0.019	Per Envelope

Single window #9 envelope with security tint (30% post-consumer recycled)	\$No Bid*	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$0.171	Per Envelope

Service Fees		
Existing Format: Per Page Utility Bill and Delinquent Notice Service Fee (excluding materials) approx.50,000 per month Includes file transmission, data processing, duplex black plus blue printing of variable data, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same service fee. Vendors must price this option out.	Print Services \$0.054	Per Page
	Data Processing \$0.01	Per Record
Alternate Utility Bill and Delinquent Notice Format A: Same as Existing Format, Except: Duplex black plus two spot colors of AGENCY's choosing . Vendors can optionally quote this alternative format to give AGENCY the ability to highlight key data in colors other than black. The additional colors that will be used will be setup during implementation and stay constant until AGENCY requests a change. If you cannot provide this format type "Not Available" in the price area.	Print Services \$0.054	Per Page
	Data Processing \$0.01	Per Record
Alternate Utility Bill and Delinquent Notice Format B: Same as Existing Format, Except: Duplex full color (CMYK) printing of variable data. Vendors can optionally quote this alternative format to give AGENCY the ability to create a fully dynamic bill design that can support multiple colors and the dynamic printing of logos and photos in full color. If you cannot provide this format type "Not Available" in the price area.	Print Services \$0.064	Per Page
	Data Processing \$0.01	Per Record
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	\$0.40	Per #10 Package
	\$0.17	Per Flat Envelope or Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per Additional Insert

Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per Reported Change
Optional Archive Fee Images must be stored in PDF format for 24 months.	\$0.018	Per Archived PDF

Project Cost: Data Processing, Printing, and Mailing for Business Tax Forms

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$NO COST CURRENTLY IMPLEMENTED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Material		
White Paper Stock Cost 8.5x11", white 24 pound paper stock, no perforation. The paper cost charged to the City of Oxnard for all pages must be the same for simplicity sake.	\$0.017	Per Sheet
Business License #10 Custom Envelope Single Window Outgoing – Est volume 875/month. These envelopes include City Logo on upper left hand corner with a clear film. Single window #10 envelope with a clear film. Single window #10 envelope with a clear film (30% post-consumer recycled) Eco-envelope or reusable	\$0.050 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Business License Alternate #10 Custom Envelope Single Window Outgoing- Est Volume 1,210/month. "Business Tax Certificate Renewal Enclosed - Open Immediately" printed on front of #10 envelope. These envelopes include City Logo on upper left hand corner with a clear film. Single window #10 envelope with a clear film. Single window #10 envelope with a clear film (30% post-consumer recycled) Eco-envelope or reusable	\$0.05 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Business License #9 Custom Courtesy Reply Envelope - Est Volume 1,210/month These envelopes include City Logo on the upper left hand corner with the City's return address.	\$0.047	Per Envelope

#9 envelope (30% post-consumer recycled)	\$No Bid*	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$0.17	Per Envelope

Service Fees		
Business Tax Certificate - Est Volume 875/month Price includes black ink and blue simplex printing from Postscript file	Print Services \$0.100 Data Processing \$0.01	Per Page Per Record
Business Tax Certificate Renewal Notices - Est Volume 860/month & Business Tax Certificate Delinquent Notices - Est Volume 225/month Price includes black ink duplex printing from a Postscript file. Mail pieces normally have 2 pages. Price is per page	Print Services \$0.100 Data Processing \$0.01	Per Page Per Record
Business Tax Certificate Final Notices - Est Volume 125/month Price includes black ink simplex printing from a Postscript file	Print Services \$0.100 Data Processing \$0.01	Per Page Per Record
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple forms are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can be inserted into a #10 envelope or flat 9x12" envelope.	\$0.373 \$0.17	Per #10 Package Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per Reported Change

*No Bid on recycled & reusable envelopes at this time due to current unreliable sourcing.

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	\$0.00 Waived	
Option One: Price to Load all AGENCY bills into system and store for 24 months	\$0.02	All documents
Price charged per enrolled customer per month	\$0.05	Per enrolled user
Price charged to send bill to AGENCY customer via email	\$0.00 - Included	
Price per payment initiated via the EBPP system	\$0.28	CC/ACH. Interchange additional at pass-through cost.
Monthly Maintenance/Support Costs	\$299.00	EBPP only
Programming charges per hour	\$160.00	After go-live
Please see detailed EBPP pricing options on the following page		

InfoSend Electronic Payments and Presentment Pricing

Note: We have provided pricing for the City's current absorbed payment processing model. InfoSend is happy to provide Convenience fee pricing or hybrid (ACH free to pay, CC with convenience fee for the City upon further discovery)

Bank Account (ACH)	\$0.28 per payment
Credit Card (CC) Interchange: Pass-through	\$0.28 per payment

Above fees cover payment initiation through all channels hosted by InfoSend.

All Payment Processing fees will be assessed by a registered ISO of TSYS and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Online BillPay Platform	
Online BillPay Setup Fee	WAIVED (\$4995.00 value)
Monthly Maintenance	\$299.00
Per eBill Loaded	\$0.02
Per Enrolled Customer Fee	\$0.05

IVR Platform (Optional)	
IVR Setup Fee	WAIVED (\$1995.00 value)
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$199.00
IVR Per Call Fee	\$0.23

SMS Platform (Optional)	
SMS Setup Fee	WAIVED (\$995.00 value)
Monthly Maintenance	WAIVED
SMS Per Text Fee	\$0.03

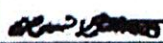
Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
In-Person Virtual Terminal Payments	Included (Must purchase device separately)

Online Banking Payment Consolidation (Optional)	
Setup Fee	WAIVED (\$995.00 value)
Per Bank Payment Fee	\$0.13
Per Rejected Payment Fee	\$0.07
Per Reversal (Optional)	\$3.00

Outbound Notifications (Optional)	
Setup Fee	WAIVED (\$995.00 value)
Monthly Minimum (for 3000 IVR Minutes and SMS Messages)	\$99.00
Per IVR Minute after Minimum	\$0.10
Per SMS after Minimum	\$0.10

INSURANCE EXHIBIT – EXHIBIT C

Evidence of Insurance

Client#: 581763		INFOSEND													
ACORD		CERTIFICATE OF LIABILITY INSURANCE													
		DATE (MM/DD/YYYY) 2/02/2022													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).															
Producer Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656		CONTACT NAME: Rocio Gutierrez TEL: 949 900-1780 FAX: (A/C No.) EMAIL: rocio.gutierrez@marshmma.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Federal Insurance Company</td> <td>NAIC # 20281</td> </tr> <tr> <td>INSURER B: CompWest Insurance Company</td> <td>12177</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's London</td> <td>55555</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Federal Insurance Company	NAIC # 20281	INSURER B: CompWest Insurance Company	12177	INSURER C: Underwriters at Lloyd's London	55555	INSURER D:		INSURER E:		INSURER F:	
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INSURED InfoSend, Inc. 4240 E La Palma Avenue Anaheim, CA 92807															
COVERAGES		CERTIFICATE NUMBER:													
REVISION NUMBER:															
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POLICY	TYPE OF INSURANCE	POLICY NUMBER	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ BOAT/BOATWAKE ☒ OTHER ☐ AUTOMOBILE LIABILITY ☐ UMBRELLA LIABILITY ☐ EXCESS U/L ☐ RETENTION	36031149	02/01/2022 02/01/2023 EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 MED EXP \$10,000 \$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000												
A	☒ AUTOMOBILE LIABILITY ☒ AUTO ☐ NON-AUTO ☒ OTHER	73587120	02/01/2022 02/01/2023 COMMERCE/STREET TRAFFIC \$1,000,000 AUTO LIABILITY \$1,000,000 OTHER LIABILITY \$1,000,000 PROPERTY DAMAGE \$1,000,000												
A	☒ UMBRELLA LIABILITY ☒ EXCESS U/L ☐ RETENTION	79896856	02/01/2022 02/01/2023 EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000												
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ OTHER	WCV5504862* WCV6217250** CA/OR/AZ/GA FL/TX/L	02/01/2022 02/01/2023 \$1,000,000 \$1,000,000 \$1,000,000												
C	☒ Prof Liab /Cyber ☐ Retro 12/01/08	TRICE01743	02/01/2022 02/01/2023 \$5,000,000 Agg./Claim \$100,000 Retention												
A	☒ Crime	68054862	02/01/2022 02/01/2023 \$300,000 / \$5,000 Ret.												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Oxnard, its City Council, officers, employees and volunteers as additional insureds with regards to General Liability and Auto Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement in favor of City of Oxnard, its City Council, officers, employees, agents and volunteers per attached endorsement.															
CERTIFICATE HOLDER		CANCELLATION													
City of Oxnard Insurance Compliance PO Box 100085 - OX Duluth, GA 30096-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 													

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

Received
County Clerk

2022 JUN 16 AM 10:17

AGREEMENT/AMENDMENT REVIEW FORM
Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: Infosend, Inc. **Agreement No:** A-8467
Address: 4240 E La Palma Ave, Anaheim, CA 92807
Contact Name: Matt Schmidt **Email:** matt.s@infosend.com **Phone:** 714-993-2690 **INS-** A
Committee Date: May 24, 2022 **Council Date:** June 21, 2022
Committee Agenda #: D.4 **Council Agenda #:** 12
Civic Clerk #: 2022-2630

Department: Billing and Licensing **Contingency Requested:** \$ N/A
Project Manager: Armida Monares **EISPM Funds ¹ Requested:** \$ N/A
Phone: 805-385-7819 **Value of Agreement :** \$ 996,534
Email: armida.monares@oxnard.org **Amendment No:** N/A
Type of Agreement: Professional Services **Value of Amendment:** \$ N/A
Business Tax Cert No. 22-00104356 **Current Agr. Val. (w/amendments)** \$ 996,534
Secretary of State ID: C1797856 **P.O. No. (if existing agreement):** N/A
Agreement Term: 3 year **Req. No. (if new agreement):** 6076
Termination Date: 06/30/25 **Funding Source:** General & Enterprise Fund
Bid No.: UB22-88 **Account No. ²:** 101-1203 & 725-1211 **Project No.** N/A
NSS Control #: N/A

Purpose of Agreement/Amendment: Utility Bill and Business Tax Form Printing, Inserting and Mailing Services FY 22/23 ^{as} follow:
101-1203-801.82-09: \$ 7,394 (\$10K Proposed FY23) 101-1203-801.81-01: \$ 11,750 (\$15.8K FY23 Proposed)
725-1211-852.82-16: \$ 58,865 (\$74.2K FY22/23 Proposed)
725-1211-856.81-01: \$ 238,100 (\$238.560 FY 22/23 Proposed)

Review Sequence (please write in N/A for any steps not required)

1. Project Manager
2. Division Manager (for PW agreements only)
3. Assistant Department Director (for PW agreements only)
4. Department Director (or designee)
5. City Attorney
6. Contractor/Vendor/Consultant (signs agreement; no need to initial this form)
7. General Accounting (for Leases only) ³
8. Budget Management
9. Risk Management ⁴
10. Buyer ⁵
11. Purchasing Manager ⁶
12. City Manager/ACM ⁷
13. Mayor ⁸
14. City Clerk ⁹

Initials	Date
<u>agm</u>	<u>5/31/22</u>
<u>N/A</u>	
<u>N/A</u>	
<u>EL</u>	<u>5/31/2022</u>
<u>SMF</u>	<u>6/1/2022</u>
<u>N/A</u>	
<u>PLS</u>	<u>6/1/22</u>
<u>PLS</u>	<u>6/9/22</u>
<u>PLS</u>	<u>6/14/22</u>
<u>PLS</u>	
<u>PLS</u>	



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.12

DATE: June 21, 2022
TO: City Council
FROM: Eden Alomeri, Billing and Licensing Director, (805) 385-7811, eden.alomeri@oxnard.org
SUBJECT: Agreement with Infosend, Inc. for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services. (0/10/10)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a three-year agreement with Infosend, Inc. for utility bills and business tax form printing, inserting and mailing services in an amount not to exceed \$996,534 to commence on July 1, 2022 through June 30, 2025. ✓

(Finance and Governance Committee approved 2-0)

BACKGROUND

The Department of Billing and Licensing creates the charges for water, wastewater and solid waste services delivered to customers within the City and in selected surrounding areas. Utility bills are mailed daily Monday through Thursday to approximately 45,000 customers each month. The department also sends out notices of business tax renewals to approximately 12,000 individuals and establishments who conduct business or are based within the City. Approximately 1,000 business tax renewal forms and 1,000 business tax certificates are mailed out each month. Infosend, Inc. is currently performing the printing, inserting and mailing services for the City. The agreement with Infosend, Inc. expires on June 30, 2022.

DISCUSSION

On February 15, 2022, the Department of Billing and Licensing launched a request for proposals (RFP) for utility bill and business tax form printing and mailing services. Five respondents submitted their proposals, and each proposal was evaluated and rated based on price, performance, location, quality of work and experience. Based on this, staff recommends awarding the agreement to Infosend, Inc.

The lowest price was offered by Sebis Direct Inc. Sebis does not have a USPS detached mail unit inside its facility, so it will need to transport our bills to the nearest USPS office daily. The vendor is also located in Illinois. The combination of these two facts will make it such that the mailing of the bills will take between three to seven days to arrive at our customers' mailboxes. The second lowest proposal came from Infosend, Inc., which is located in Anaheim, California, and has a USPS Detached Mail Unit facility located inside its facility. Thus, it will only take two to three days for the bills to reach the customers. Staff believes this is a critical difference in services offered.

Second, the City has used Infosend for the past decade, and the various City departments who use the inserts as a way of disseminating information usually outsource the printing of inserts to local printers (e.g., Custom Printing in Oxnard). The local printers deliver the boxes of inserts in person to Infosend at no charge or ship the boxes to Anaheim. Shipping

inserts to Illinois will incur the City more expense, though we do not know how this expense will compare with the difference of \$2,000 per year between Sebis and Infosend.

Third, Sebis did not provide a response to some of the questions in our RFP, and its three references did not respond to our calls. In contrast, Infosend has been a business partner of the City since July 2012. They consistently provide high quality products and exceptional service using state-of-the-art equipment. Infosend specializes in supporting over 550 public agency clients nationwide. They distribute more than 240 million printed and electronic documents annually.

Finally, Infosend has been through over 100 successful Tyler implementations. Some of these conversions were with former Central Square clients who converted to the Tyler system. The City's Utility Billing and Business Licensing systems are scheduled to convert to Tyler system in the next few years, and having a vendor with this experience will be invaluable. For all the reasons stated above, staff recommends Council award the contract to Infosend.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The total cost of the three-year agreement with Infosend, Inc. amounts to \$996,534. The Fiscal Year 22-23 estimated cost of this agreement is \$316,109. The Fiscal Year 22-23 recommended budget will include \$19,144 from the General Fund (\$7,394, account 101-1203-801-8209 and \$11,750, account 101-1203-801-8101) and \$296,965 from the proposed Utility Billing Fund (\$58,865, account 725-1211-852-8216 and \$238,100, account 725-1211-856-8101). Funding for the remaining contract amount in future years will be included in the recommended budgets of each fiscal year.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on May 24, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Armida Monares, Treasury Supervisor

ATTACHMENTS

1. A-8467 Infosend, Inc.

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and InfoSend, Inc. ("Service Provider"). This First Amendment amends the Agreement (Agreement No. A-8467) entered into on July 1, 2022, by City and Service Provider.

RECITALS

WHEREAS, the parties agree to extend this Agreement for an additional two years in accordance with the City's purchasing guidelines allowing agreements to be extended for a period of up to five years;

WHEREAS, the price of postage is set to increase substantially over the next two years and additional funds must be added to the agreement to cover the cost of postage and related services over the two-year extension period;

City and Service Provider agree as follows:

1. The Recitals are true and correct and incorporated herein by this reference.
2. The Agreement Ending Date in Section 5 of the Agreement is hereby amended to state: "Agreement Ending Date: June 30, 2027."
3. The Total Agreement Amount In Section 6 of the Agreement is hereby amended to state: "Total Agreement Amount Not to Exceed: \$1,967,634.00."
4. The reference to the Rate and Cost Exhibit everywhere it is listed in the Agreement is hereby amended to add also "A-1 Rate and Cost Exhibit." The A-1 Rate and Cost Exhibit is attached hereto and incorporated herein by this reference.
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

INFOSEND, INC.

☐ Luis Mc Arthur, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Russ Rezai, President 6/3/2025
Date

Roxana Weil, Board Secretary 6/3/2025
Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

A-1 RATES AND COSTS EXHIBIT

Project Cost: Data Processing, Printing, and Mailing for Utility Bills

Initial and Ongoing, Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$NO COST CURRENTLY IMPLEMENTED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock. Vendor must be able to provide a micro-perforation on all 1-page statements and on the first page of each multiple page set. The additional pages of the multiple page sets must not have a perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$0.0182	Per Sheet
Blank Outgoing Envelope Cost Double window #10 envelope with security tint. Double window #10 envelope with security tint (30% post-consumer recycled) Eco-envelope or reusable	\$0.0255 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Blank Return Envelope Cost Single window #9 envelope with security tint.	\$0.0214	Per Envelope

Single window #9 envelope with security tint (30% post-consumer recycled)	\$No Bid*	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$0.1822	Per Envelope

Service Fees		
Existing Format: Per Page Utility Bill and Delinquent Notice Service Fee (excluding materials) approx.50,000 per month Includes file transmission, data processing, duplex black plus blue printing of variable data, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same service fee. Vendors must price this option out.	Print Services \$0.0586	Per Page
	Data Processing \$0.01	Per Record
Alternate Utility Bill and Delinquent Notice Format A: Same as Existing Format, Except: Duplex black plus two spot colors of AGENCY's choosing . Vendors can optionally quote this alternative format to give AGENCY the ability to highlight key data in colors other than black. The additional colors that will be used will be setup during implementation and stay constant until AGENCY requests a change. If you cannot provide this format type "Not Available" in the price area.	Print Services \$0.0586	Per Page
	Data Processing \$0.01	Per Record
Alternate Utility Bill and Delinquent Notice Format B: Same as Existing Format, Except: Duplex full color (CMYK) printing of variable data. Vendors can optionally quote this alternative format to give AGENCY the ability to create a fully dynamic bill design that can support multiple colors and the dynamic printing of logos and photos in full color. If you cannot provide this format type "Not Available" in the price area.	Print Services \$0.064	Per Page
	Data Processing \$0.01	Per Record
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	\$0.4288	Per #10 Package
	\$0.1822	Per Flat Envelope or Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per Additional Insert

Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per Reported Change
Optional Archive Fee Images must be stored in PDF format for 24 months.	\$0.018	Per Archived PDF

Project Cost: Data Processing, Printing, and Mailing for Business Tax Forms

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$NO COST CURRENTLY IMPLEMENTED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Material		
White Paper Stock Cost 8.5x11", white 24 pound paper stock, no perforation. The paper cost charged to the City of Oxnard for all pages must be the same for simplicity sake.	\$0.01822	Per Sheet
Business License #10 Custom Envelope Single Window Outgoing - Est volume 1,329/month. These envelopes include City Logo on upper left hand corner with a clear film. Single window #10 envelope with a clear film. Single window #10 envelope with a clear film (30% post-consumer recycled) Eco-envelope or reusable	\$0.050 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Business License Alternate #10 Custom Envelope Single Window Outgoing- Est Volume 717/month. "Business Tax Certificate Renewal Enclosed - Open Immediately" printed on front of #10 envelope. These envelopes include City Logo on upper left hand corner with a clear film. Single window #10 envelope with a clear film. Single window #10 envelope with a clear film (30% post-consumer recycled) Eco-envelope or reusable	\$0.05 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Business License #9 Custom Courtesy Reply Envelope - Est Volume 1,416/month These envelopes include City Logo on the upper left hand corner with the City's return address.	\$0.047	Per Envelope

#9 envelope (30% post-consumer recycled)	\$No Bid*	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$0.1822	Per Envelope

Service Fees		
Business Tax Certificate - Est Volume 717/month Price includes black ink and blue simplex printing from Postscript file	Print Services \$0.100	Per Page
	Data Processing \$0.01	Per Record
Business Tax Certificate Renewal Notices - Est Volume 2,147/month & Business Tax Certificate Delinquent Notices - Est Volume 212/month Price includes black ink duplex printing from a Postscript file. Mail pieces normally have 2 pages. Price is per page	Print Services \$0.100	Per Page
	Data Processing \$0.01	Per Record
Business Tax Certificate Final Notices - Est Volume 629/month Price includes black ink simplex printing from a Postscript file	Print Services \$0.100	Per Page
	Data Processing \$0.01	Per Record
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple forms are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can be inserted into a #10 envelope or flat 9x12" envelope.	\$0.4288	Per #10 Package
	\$0.1822	Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per Reported Change

***No Bid on recycled & reusable envelopes at this time due to current unreliable sourcing.**

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	\$0.00 Waived	
Option One: Price to Load all AGENCY bills into system and store for 24 months	\$0.02	All documents
Price charged per enrolled customer per month	\$0.05	Per enrolled user
Price charged to send bill to AGENCY customer via email	\$0.00- Included	
Price per payment initiated via the EBPP system	\$0.28	CC/ACH. Interchange additional at pass-through cost
Monthly Maintenance/Support Costs	\$299.00	EBPPonly
Programming charges per hour	\$160.00	After go-live
Please see detailed EBPP pricing options on the following page		

InfoSend Electronic Payments and Presentment Pricing

Note: We have provided pricing for the City's current absorbed payment processing model. InfoSend is happy to provide Convenience fee pricing or hybrid (ACH free to pay, CC with convenience fee for the City upon further discovery

Bank Account (ACH)	\$0.28 per payment
Credit Card (CC) Interchange: Pass-through	\$0.28 per payment

Above fees cover payment initiation through all channels hosted by InfoSend.

All Payment Processing fees will be assessed by a registered ISO of TSYS and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Online BillPay Platform	
Online BillPay Setup Fee	WAIVED (\$4995.00 value)
Monthly Maintenance	\$299.00
Per eBill Loaded	\$0.02
Per Enrolled Customer Fee	\$0.05

IVR Platform (Optional)	
IVR Setup Fee	WAIVED (\$1995.00 value)
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$199.00
IVR Per Call Fee	\$0.23

SMS Platform (Optional)	
SMS Setup Fee	WAIVED (\$995.00 value)
Monthly Maintenance	WAIVED
SMS Per Text Fee	\$0.03

Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
In-Person Virtual Terminal Payments	Included (Must purchase device separately)

Online Banking Payment Consolidation (Optional)	
Setup Fee	WAIVED (\$995.00 value)
Per Bank Payment Fee	\$0.13
Per Rejected Payment Fee	\$0.07
Per Reversal (Optional)	\$3.00

Outbound Notifications (Optional)	
Setup Fee	WAIVED (\$995.00 value)
Monthly Minimum (for 3000 IVR Minutes and SMS Messages)	\$99.00
Per IVR Minute after Minimum	\$0.10
Per SMS after Minimum	\$0.10



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: June 10, 2025

TO: Finance & Governance Committee

FROM: Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Agreement with Toshiba Business Solutions for Printers and Scanners. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five year agreement with Toshiba America Business Solutions (No. 32600026) for the purpose of citywide managed print, scan and copy services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/bKsFnyc6cAA>

BACKGROUND

The City has been using Toshiba America Business Solutions since 2003 for its printing, scanning and copying needs. In July 2018, independent of any state purchasing contract, the City issued a Request for Proposal for a five year consolidated copy services contract that would include the replacement of all multi function device (MFD) printers. Toshiba was awarded the contract for the period of February 1, 2019 through January 31, 2024. Since then, the City has been leasing the same equipment on a monthly basis and Toshiba has been servicing the MFDs as needed. Up to now, the Toshiba contract and relationship has been managed by the Purchasing Department. The IT Department is now taking ownership of managing this agreement and will work with the vendor continuously to ensure the City's needs are met efficiently.

The City is leveraging the NASPO-ValuePoint Master Agreement Number 188037 to piggyback on the contract executed between the State of California and Toshiba. This agreement was entered into on July 31, 2024 and is available for use in California by state agencies and local governments. It is a relatively recent contract that accounts for current pricing for modern equipment. By piggybacking off the NASPO contract, the City will stabilize printing and copying costs over the five years and, at the same time, add service value through enhanced consumption monitoring tools, data analysis software and a streamlined customer service delivery model. The monthly cost of leasing the equipment and all related services will remain fixed over the entire period of the agreement. This agreement includes the replacement of the existing MFDs with new models, which will enhance performance and features, while reducing repairs and downtime.

The original agreement was for approximately \$8,800 per month plus usage fees of \$0.003 per black and white page and \$0.035 per color page. In the past year, the City printed an average of 200,000 black and white pages and 100,000 color pages per month through 61 MFDs in various locations. This accounted for approximately

\$4,100 in usage fees per month for a total monthly cost of \$12,900. With this new agreement, Toshiba will no longer charge any usage rates. While the equipment lease, toner costs, repairs and maintenance are included in this contract, the paper costs will continue to remain the responsibility of the City. The vendor has visited each location and engaged staff to assess department needs, ensuring that the correct machines will be deployed. Based on this needs assessment, the new agreement raises the MFD count to 63 and also adds a large format color plotter/scanner for the engineering group at Public Works. The plotter is a different machine than the MFD and is therefore subject to usage charges that will apply only to this machine. In comparison to the prior contract from over six years ago, we have increased by two MFD printers yet the average monthly cost under this new agreement will decrease 3.6%, demonstrating the power of utilizing the State of California's contract as well as the vendor's commitment to meet the needs of the City.

Staff continue to show a high level of satisfaction with Toshiba's service and equipment and are familiar with the vendor's equipment. The company has continuously maintained a local office and a local representative offering high levels of personalized service. Upon execution of this agreement, Toshiba will immediately schedule to replace all the equipment.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

This new agreement slightly reduces, on average, the City's cost of having a comprehensive printing solution compared to the past. Each department budget contains a provision for paying these printing costs and the monthly charges will continue to be paid individually at the department level. No significant change to each department's printing budget is expected at this time.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Toshiba agreement May 2025
2. Presentation

NASPO-ValuePoint Master Agreement Number 188037
ATTACHMENT 1 – TOSHIBA LEASE AGREEMENT TERMS AND CONDITIONS

AGREEMENT FOR LEASE OF EQUIPMENT

a Contract Between
City of Oxnard
300 W Third St
Oxnard, CA 93030
“Lessee”
(NAME, ADDRESS, PHONE OF LESSEE)

and
Toshiba America Business Solutions, Inc.

WHEREAS, Lessee is authorized to lease under the NASPO-ValuePoint Master Agreement (“Master Agreement”) and the State of California Participating Addendum #7-24-70-46-08 thereto; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of Lessee;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from the date of delivery and acceptance of Leased Equipment for the term set forth on the (i) Attachment 6, Toshiba Lease Order Form and if applicable Attachment 7, Toshiba Lease Order Form Schedule B (collectively an “Order Form”); or (ii) the Lessee’s Purchase Order (PO) to which this Agreement is attached, unless sooner terminated by either party as set forth in Section 6 of this Agreement.

2. **DEFINITIONS.** “**Lease Term**” means the term of this Agreement as set forth in Section 1. “**Leased Equipment**” means the (i) equipment described in the Order Form, attached to this Agreement, and which is incorporated herein; (ii) any replacement equipment provided by Lessor; and (iii) any additional equipment described under subsequent Order Forms agreed to during the term of this Agreement. “**Lessor**” means Toshiba America Business Solutions, Inc. or, if applicable, its permitted assignee.

3. **CONSIDERATION (RENT).** The parties agree that for the Lease Term, Lessor leases to Lessee the equipment described in, and for the lease payments set forth in, the Order Form, excluding meter charges, late fees and applicable taxes. Except as provided in section 6(c), lessee’s payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever. Lessee does not agree to reimburse Lessor for expenses, unless otherwise specified in the incorporated documents. Any intervening end to a fiscal period shall be deemed a contract renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

4. **POSSESSION, TITLE AND RETURN.**

(a) Lessee shall have possession of the Leased Equipment for the Lease Term, unless this Agreement is earlier terminated in accordance with Section 6 below and shall keep such Leased Equipment at the location specified in the Order Form or such other location as Lessor may agree in writing.

(b) Lessor covenants that it has good title to the Leased Equipment, except any intangible property or associated services such as periodic software licenses and prepaid database subscription rights included in the Leased Equipment, if any. If the Order Form indicates that this lease is a Capital (i.e. \$1 Buyout) Lease and if this Agreement is deemed to be a secured transaction, Lessee grants Lessor a first priority security interest in the Leased Equipment to secure all of Lessee’s obligations under this Agreement, agrees not to permit any other liens on the Leased Equipment, and shall own such Leased Equipment as of the acceptance date and Lessee authorizes Lessor to record a UCC-1 to reflect such interest. At the end of the Lease Term, if Lessee is not in default, Lessor will release any security interest it may have in the Leased Equipment subject to such Capital Lease, which will be retained by Lessee.

(c) At the expiration of the term of this Agreement and provided that the Order Form does not indicate this lease is a Capital Lease, upon Lessee’s written request, Lessor shall remove the hard drive from the applicable Device and provide the Lessee with custody of the hard drive before the Device is removed from the Lessor’s location. Lessor

may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. The Lessee shall then be responsible for securely erasing or destroying the hard drive. If Lessee is not in breach of this Agreement, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

(d) Risk of loss of the Leased Equipment rests with Lessor until the Leased Equipment is delivered to the Lessee's designated location, at which time risk of loss passes to Lessee.

(e) If the Order Form indicates this lease is a Fair Market Value Lease, at the end of the Lease Term and upon 30 days' prior written notice to Lessor, Lessee may purchase all, but not less than all, of the Leased Equipment AS-IS and WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes, if any.

5. TAXES. Lessee agrees to pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Leased Equipment.

6. TERMINATION.

(a) Termination by Mutual Consent. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

(b) Termination by Lessee without Cause. This lease may be bought out and all Leased Equipment returned to Lessor, although fair market value leases, operational leases, non-cancelable rentals and capital leases are subject to a termination charge. The termination charge is equal to the balance of unpaid lease payments and other amounts due hereunder (including any current or past due amounts) for leases and with regard to service or maintenance obligations, may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

(c) Termination for Nonappropriation. The continuation of this Agreement beyond the current fiscal period is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lessee's legislature, governing body and/or federal sources. If for any reason Lessee's funding is not appropriated or is withdrawn, limited, or impaired, Lessee may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective as of the end of the fiscal period in which written notice of such non-appropriation, withdrawal, limitation or impairment is provided by Lessee to Lessor. If Lessee terminates this Agreement because of non-appropriation, withdrawal, limitation or impairment of funds, Lessee will not purchase, lease or rent replacement equipment performing the same functions as the Leased Equipment during the subsequent fiscal period.

(d) Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of termination for breach or default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination. Termination by Lessor due to Lessee's material breach or default will be subject to a termination charge, which is equal to the balance of lease payments and other amounts due hereunder (including any current or past due amounts) for leases and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges.

7. INSURANCE. At Lessor's request, Lessee shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in Lessee's possession by Lessee's program of self-insurance (if approved by Lessor and Lessor's assignee, if any) or a policy of property insurance from a qualified insurer.

8. LOSS OR DAMAGE. If any item of Leased Equipment is lost, stolen or damaged, Lessee will, at Lessee's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Lessor; or (b) pay Lessor the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments for the effected item(s) of Leased Equipment, discounted at the rate of 6% per annum; and (iii) if this lease is not a Capital Lease, the Fair Market Value of the effected item(s) of Leased Equipment. Upon Lessee's payment to Lessor under clause (b) above, Lessor will then transfer to Lessee all of Lessor's right, title and interest in the effected item(s) of Leased Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. "Fair Market Value" means the item's fair market value at the end of the Lease Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor. No such loss or damage shall relieve Lessee of payment obligations hereunder.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT; WARRANTY DISCLAIMER. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to Lessee all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months' warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term. EXCEPT AS OTHERWISE STATED HEREIN, LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE LEASED EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE LEASED EQUIPMENT IS MERCHANTABLE. Lessee acknowledges that none of Lessor or their representatives are agents of any assignee and none of them are authorized to modify the terms of this lease or on any Schedule. No representation or warranty of Lessor with respect to the Leased Equipment will bind any assignee, nor will any breach thereof relieve Lessee of any of its obligations hereunder. THIS LEASE AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (the "UCC"). Lessee agree that any manufacturer or Lessor warranty or service agreement is a separate and independent obligation of Lessor to Lessee, that no assignee of the Lessor shall have any obligation to Lessee with respect to such warranty or service agreement and that Lessee's obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim Lessee may have against Supplier.

10. LESSOR REMEDIES. If Lessee default, Lessor may do one or more of the following: (a) recover from Lessee, as liquidated damages for loss of bargain and not as a penalty, the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments, discounted at the rate of 6% per annum; and (iii) require Lessee to make the Leased Equipment available to Lessor for pickup at Lessee's premises (and Lessee shall be responsible for removing all data as provided in Section 4) and to pay all costs of removing and transporting the Leased Equipment; (c) charge Lessee for expenses incurred in connection with the enforcement of Lessor's remedies. If Lessor picks up the Leased Equipment, Lessor may sell, release or otherwise dispose of the Leased Equipment and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by Lessee. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by Lessor to exercise any right shall not operate as a waiver of any right. LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. LESSEE REPRESENTATIONS. Lessee represents that: (a) this Agreement and any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by Lessee in accordance with all applicable laws, rules, ordinances and regulations; (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents, if applicable, have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures; (c) the Leased Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee to perform such function; (d) Lessee intends to use the Leased Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations each fiscal period during the Lease Term; (e) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this lease and the debt under applicable state law; (f) unless this lease is a Capital Lease, Lessee's obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (g) this Agreement is binding on Lessee and Lessee's successors and assigns; and (h) all financial information Lessee has provided is true and a reasonable representation of Lessee's financial condition.

13. ASSIGNMENT. Lessee may not assign or dispose of any rights or obligations under this Agreement or sublease the Leased Equipment without Lessor's prior written consent. Notwithstanding anything in the NASPO ValuePoint Master Agreement and/or the Participating Addendum to the contrary, Lessor may assign all or any portion of this Agreement or its interest in the Leased Equipment; provided that service obligations on the Leased Equipment shall remain with Toshiba America Business Solutions, Inc. and expressly not with Lessor's assignee and must conform to the terms of the NASPO ValuePoint Master Agreement and the State of California Participating Addendum. Lessor's assignee shall have Lessor's rights under this Agreement, but none of Lessor's obligations. Lessee agrees not to assert any claims, defenses or offsets it may have against Lessor against such assignee.

14. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the NASPO ValuePoint Master Agreement identified above, and the State of California Participating Addendum to that Master Agreement, the terms of which are incorporated herein by reference. In the event of conflict between the Master Agreement or the State of California Participating Addendum and this Agreement, the Master Agreement and the Participating Addendum shall govern and control. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing and signed by the respective parties hereto.

15. TIME PRICE. If the Toshiba Lease Order Form and Schedule indicates the lease is a Capital Lease, Lessee understands that the Leased Equipment may be purchased for cash (the "Product Cost") or purchased pursuant to this Agreement for an amount of each Lease Payment times the number of Lease Payments, less maintenance, as set forth on the NASPO Lease Order Form and Schedule and this Agreement, plus the \$1 Purchase Option amount stated on the NASPO Lease Order Form and Schedule, and by signing this Agreement, Lessee has chosen to purchase the Leased Equipment for that price. The Product Cost may be determined by dividing the Lease Payment by the lease rate factor set forth on the NASPO Lease Order Form and Schedule. Each Lease Payment under a Capital Lease includes a part of Lessor's investment in the Product Cost and a return on Lessor's investment in the Capital Lease. The total return on Lessor's investment (the total finance charge) is determined by deducting the Product Cost (as determined above) from the Time Price. The difference so determined is the return to Lessor on its investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Product Cost, the rate that will amortize the Product Cost down to the Purchase Option amount by applying as payments, the Lease Payments. For purposes of that amortization, each Lease Payment will be considered received on the date it is required to be paid under this Agreement.

16. GOVERNING LAW, JURY TRIAL WAIVER. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of California, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND THE LEASED EQUIPMENT.

17. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephone, facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 17. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

18. RESERVED.

19. ELECTRONIC DOCUMENTATION. This Agreement may be executed in counterparts and signed by the parties manually or electronically. The executed counterpart that has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. If Lessee transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. Neither party may raise as a defense to the enforcement of this Agreement that it was signed or transmitted electronically.

SIGNATURE PAGE FOLLOWS

CITY OF OXNARD

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

☐ Luis McArthur, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Tobin Bannister, President Date
West Region

Larry White, President Date

ATTEST:

Lourdes Lopez, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



NASPO VALUEPOINT LEASE FOR EQUIPMENT AND MAINTENANCE ORDER FORM

Agreement #

v08272020

LESSEE - BILLING CONTACT INFORMATION

(Separate Order Form must be completed for each billing locations.)

Lessee Legal Name: City of Oxnard		Department Name:		FEIN#
Street Address I P.O. Box: 300 W Third St			Bldg/Room/Suite:	
City: Oxnard	State: CA	Zip 93030	Billing Contact Name:	
Bill-To Phone Number:	Email:	Fax Number:		

LESSEE INSTALLATION LOCATION

Lessee Legal Name:		Department Name:	
Street Address I P.O. Box:		Bldg/Room/Suite:	
City:	State:	Zip:	Contact Name:
Phone Number:	Email:	Fax Number:	

EQUIPMENT LEASE WITH SEPARATE MAINTENANCE PLAN

☐ INCLUDE INSURANCE ADDER	EQUIPMENT LEASE TYPE				LEASE TERM				
	☒ Fair Market Value ☐ \$1 Buyout ☐ Straight Lease				☐ 24 Mo ☐ 36 Mo ☐ 48 Mo ☒ 60 Mo				
ITEM DESCRIPTION (If insufficient space, use Schedule A to this Lease Order form and enter below "See Order Form Schedule")	EQUIPMENT LEASE		MAINTENANCE & SERVICES (M&S) PLAN				☐ Include Staples		
	EQUIPMENT LEASE % or RATE- FOR SOUT LEASES ONLY	EQUIPMENT LEASE PAYMENT	ZERO BASE B&W CPC	ZERO BASE COLOR CPC	MAINT. OPTION NUMBER 1, 2, 3	MONTHLY VOLUME (BW)	MONTHLY BASE CHARGE (BW)	BW OVERAGE RATE	COLOR OVERAGE RATE
SEE SCHEDULE		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		
		\$					\$		

Sum of Monthly Equipment Lease Payments:
\$12,430.68

Sum of Monthly Base Charges: \$

	TOTAL MONTHLY PAYMENT:	\$12,430.68	Personal Property Tax Required ☐
	Equipment Lease Payment + Monthly Base Charge (If Applicable)		

NASPO VALUEPOINT ADMIN FEE RATE: 0.25% STATE ADMIN FEE RATE (If Applicable):

Special Instructions/Additional Information (e.g. equipment models upgraded; Buyout details; etc.):

TERM & PAYMENT SCHEDULE (All Payments are exclusive of sales and use tax)

Sales/Use Tax Exempt ☐ Yes ☒ No	Tax-Exempt No. [Attach Tax Exemption]	PO Issued ☐ yes ☒ No
		PO #
Payment Cycle: Monthly Billing		Document Fee: \$75.00 included in the 1 st invoice
THIS ORDER FORM INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT		
LESSOR: Toshiba America Business Solutions, Inc.		Title: Date:
SIGNATURE:		
LESSEE:		Title: Date:
SIGNATURE		

														MAINTENANCE PLAN					
DEPT. NAME	DIV NAME / CODE	STREET ADDRESS	FLOOR	ROOM / SUITE	CITY	ST	ZIP	PO #	TOSHIBA MODEL	CONFIGURATION SUMMARY / ITEM DESCRIPTION	LEASE TYPE- FMV, STRAIGHT, \$1 BUYOUT	LEASE TERM- 18,24,36,48, 60	EQUIPMENT LEASE PAYMENT (with PPT)	No Base Plan, Only CPC for Usage	MAINT. OPTION 1, 2 OR 3	INCLUDED BASE NUMBER OF COPIES	MAINT. MONTHLY BASE CHARGE	B&W OVERAGE RATE	COLOR OVERAGE RATE
Special Districts Equipment Yard		1060 Pacific Ave			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Wilson Senior Center		350 N C St			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Del Norte 2nd Floor		111 S Del Norte BL	2nd Floor		Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing - Affordable Housing		435 S D St	1st		Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Oxnard ASES Program- Recreation		350 S K St			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Equipment Bldg 2 Fleet		1060 Pacific Ave			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Wastewater Source Control		6001 S Perkins 5700 Perkins	2nd Floor		Oxnard	CA	93033		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
PAL Program		251 S K St			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Special District		1060 Pacific Ave Bldg 1			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Public Works Admin 2nd FI		305 W Third St	2nd Floor		Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
South Oxnard Center		200 E Bard Rd			Oxnard	CA	93033		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing		1500 Camino Del Sol			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Water Blending Station #3		1700 Solar Dr			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
WWTP Maintenance		6001 Perkins Rd			Oxnard	CA	93033		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Fire Academy		491 S K St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Recreation		350 S K St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
City Corps		701 S G St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
River Ridge Golf Course		2401 S Vineyard			Oxnard	CA	93036		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
B&L Service Center Front Desk		214 S C St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Police Dispatch		251 S C St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing - Public Housing		300 N Marquita			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing - Public Housing		5200 Squires Dr			Oxnard	CA	93033		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Public Works Admin 3rd FI		305 W Third St	3rd		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited

Service Center NE - Building & Engineering (Planning)		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Service Center SW - Planning		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
B&L Service Center NW		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Fire Department 2nd Floor		214 S C St	2nd Floor		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Library		251 S A St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Recreation Dept #1		305 W Third St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Recreation Dept #2		305 W Third St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
City Clerks 4th Fl		300 W Thrid St	4th		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Community Development		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
IT Department 2nd Fl		300 W Thrid St	2nd Floor		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
City Manager		300 W Thrid St	4th		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Water Dep 2nd Floor		251 S Hayes	2nd Floor		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Purchasing		300 W Thrid St	3rd		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Fire Department 1st floor		360 W Second St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Water Dept Meter Shop		251 S Hayes			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Police Narcotics		300 Sturgis Rd			Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Human Resources		300 W Thrid St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Police Dept 2nd Floor		251 S C St	2nd Floor		Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Housing - Public Housing		300 N Marquita			Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Housing - Section 8		1470 Colonia Rd			Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
Housing - Administration		435 S D St	2nd Floor		Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
WWTP - Ray Trevino		6001 Perkins Rd			Oxnard	CA	93033		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
South Oxnard Library		4300 Saviers Rd			Oxnard	CA	93033		Toshiba ES6529A	A3 B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited
POLICE - ADMIN 1ST FL		251 S C St	1st		Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes			0	\$	-	Unlimited	Unlimited

POLICE - RECORDS - 2ND FL		251 S C St	2nd Floor		Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
COMMUNITY DEVELOPME NT		214 S C St			Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
HOUSING - SECTION 8		1470 Colonia Rd			Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
HOUSING - APPLICATION S		1470 Colonia Rd			Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Water Pure		5700 Perkins Rd	1st		Oxnard	CA	93033		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Human Resources		300 W Thrid St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Public Works Engineering		305 W Third St	2nd Floor		Oxnard	CA	93030		KIP 740C Multifunction	Wide Format Color/BW	FMV	60		CPC		0	\$ 206.00	\$0.024	\$0.024

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-24-70-46-08

Multi-Function Devices and Related Software, Services, and Cloud Solutions
Colorado NASPO ValuePoint Master Agreement Number 188037
Toshiba America Business Solutions, Inc. (Contractor)

This Participating Addendum Number 7-24-70-46-08 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Toshiba America Business Solutions, Inc. (hereafter referred to as “Contractor”) under the lead state of Colorado NASPO ValuePoint Master Agreement Number 188037.

1. SCOPE

- A. This Participating Addendum covers the purchase of Multi-Function Devices and Related Software, Services, and Cloud Solutions under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Colorado NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin August 1, 2024, or upon signature approval by the State whichever occurs later, and will end July 31, 2026, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (DGS PD-401 IT), effective 6/21/2022
 - 2) General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS), effective 6/21/2022
 - 3) Cloud Computing Special Provisions for Software as a Service (SaaS), effective 03/15/2018.
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-24-70-46-08
 - 2) Colorado NASPO ValuePoint Master Agreement Number 188037

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 188037 are allowed under this Participating Addendum:

Products and Services:

- Group A – Multi-Function Devices, A3 – OEM only
- Group B – Multi-Function Devices, A4 – OEM and Non-OEM
- Group D – Single-function Printers – OEM and Non-OEM
- Group E – Large/Wide Format Equipment – OEM and Non-OEM
- Group G – Software – OEM and Non-OEM
- Group H – Consumable Supplies – OEM and Non-OEM
- Group I – Managed Print Services
- Sub-Group G1 – Software Related Services
- Sub-Group D1 - Specialty Printers (3D, receipt, barcode label, card, cable) – OEM and Non-OEM

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- A. The following restrictions apply to state agency purchases under this Participating Addendum:
 - 1) Leasing and Rental
 - 2) Products:
 - a) Remanufactured Equipment
 - b) Imaging equipment that is not Energy Star certified
 - c) Software containing “click wrap” agreements
 - d) Not Specifically Priced (NSP) items not listed or priced in the NASPO ValuePoint Master Agreement Price Lists
 - 3) Services:
 - a) Mail Room Services
 - b) Network and Data Security
 - c) Records Management
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

- A. Contractor’s pricing is outlined in the Colorado NASPO ValuePoint Master Agreement Number 188037.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Colorado.

8. AUTHORIZED RESELLERS

- C. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
 - 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

- D. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- E. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- F. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.
- G. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- H. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-24-70-46-08.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) (<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur within thirty (30) days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with General Provisions – Information Technology Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Jeff Ballard
Phone:	(949) 462-6327
Email	Jeff.ballard@tabs.toshiba.com
Address:	Toshiba America Business Solutions, Inc. Attn: Jeff Ballard 25530 Commercentre Drive Lake Forest, CA 92630

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Yolanda Tutt
Phone:	(279) 946-8401
Email	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon thirty (30) days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a [GenAI Reporting and Fact Sheet \(STD 1000\)](#) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the State Contract Administrator.

22. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Colorado NASPO ValuePoint Master Agreement Number 188037 at prices equal to or lower than the prices on that agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA**CONTRACTOR**

Department of General Services

Agency Name

Julie

Matthews

Digitally signed by Julie
Matthews
Date: 2024.07.31 08:18:43
-07'00'

7/31/2024

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

Toshiba America Business Solutions, Inc.

Contractor Name

Authorized Signature

Date Signed

Larry White, President and CEO

Printed Name/Title of Person Signing

25530 Commercentre Dr., Lake Forest,
CA 92630

Address

Agreement with Toshiba Business Solutions for Printing Services

Finance & Governance Committee

June 10, 2025

Rob Ruben, CIO

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five-year agreement with Toshiba Business Solutions for managed printing, scanning and copying services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.

- Vendor has been providing printing services through Multi Function Devices (MFD) to the City since 2003
- In 2018, City entered into an agreement with Toshiba after evaluating proposals from several vendors, with Toshiba offering the best combination of pricing, features and local customer service
- Since the end of the agreement's term on January 31, 2024, City has been leasing the equipment on a month to month basis at the same rates as specified in the agreement
- Though Toshiba has been servicing the MFDs as needed, the equipment has aged and is in need of replacement to enhance performance and minimize disruptions and downtime

- The IT department is taking ownership of this agreement from the Purchasing Department, and together with the vendor, will efficiently manage the City's printing needs
- The City is leveraging NASPO-ValuePoint Master Agreement Number 188037 to piggyback on the contract recently executed between the vendor and the State of California
- The City will lease 63 MFDs (up 2 from before) as well as a large format plotter/scanner for the Public Works engineering group
- Vendor will replace the existing 61 MFDs and add the 2 new ones as part of this agreement
- City will no longer pay usage charges per printed page

- Currently, City pays approximately \$8,800 per month to lease the MFDs, along with usage charges of \$0.003 per black and white page and \$0.035 per color page, for a typical monthly cost of \$12,900 based on average current use
- Vendor has proposed a monthly cost of \$12,430.68 with no additional usage costs for the 63 new MFDs
- This cost also includes the one plotter for Public Works – though the large format plotter will incur additional use costs of 2.4 cents per square foot

- The proposed monthly cost of \$12,430.68 is a decrease of 3.6% off the average monthly rate that City currently pays for a lower number of equipment
- The compounded rate of inflation based on the CPI since the start of the last agreement in 2019 is 25%

Annual CPI	
2019	1.81%
2020	1.23%
2021	4.69%
2022	8.00%
2023	4.11%
2024	2.95%

- The bargaining power of the State's agreement, as well as the vendor's commitment to the City, has resulted in a reduction in cost at a time when the cost of everything has increased
- Department budgets contain provisions for paying printing costs and the charges will continue to be paid individually at the department level with no significant budget impacts

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five-year agreement with Toshiba Business Solutions for managed printing, scanning and copying services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.



QUESTIONS