

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
October 28, 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: 847 4941 1392
3. Passcode: 981497

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/](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 AND NON-ACTION ITEMS

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 September 23 and October 14, 2025, regular meetings as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Information Technology Department

SUBJECT: First Amendment to Hireclout Inc. Professional Services Agreement for IT Recruitment 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 Professional Services Agreement No. 32600052 with Hireclout Inc. in the amount of \$1,130,000 for a new, not-to-exceed agreement value of \$1,350,000 and extend the agreement term to June 30, 2027, for information technology contractor and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation: <https://youtu.be/nt899yxgOtE>

Contact: Robert Ruben, (805) 385-7554

2. Information Technology Department

SUBJECT: First Amendment to Kore1 LLC Professional Services Agreement for IT Recruitment 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 Professional Services Agreement No. 32600051 with Kore1 LLC in the amount of \$680,000 for a new, not-to-exceed agreement value of \$900,000 and extend the agreement term to June 30, 2027, for information technology contractor and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation: <https://youtu.be/QZsVJ7JdNho>

Contact: Robert Ruben, (805) 385-7554

3. Information Technology Department

SUBJECT: Purchasing Authorization - Frontier Communications Inc. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute an agreement with Frontier Communications Inc. (32600201) for three years with a not to exceed amount of \$524,605 for telephone services to the City.

Please click the following link to view the required Measure M pre-recorded presentation: <https://youtu.be/-qV63ktlxZ4>

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: October 28, 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 September 23 and October 14, 2025, regular meetings 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. Finance & Governance Committee September 23 2025
2. Minutes of Finance and Governance Committee for October 14 2025

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
September 23, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:02 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. Chair Luis A. Mc Arthur; Member Gabriela Rodriguez and Member Aaron Starr were present. The City Clerk stated that the agenda was posted on Tuesday, September 16, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website. Saluted the flag.

Staff members present were Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Rob Ruben, Chief Information Officer and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

Public comment was received from Jim Lavery regarding the City's debt.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the July 22 and September 9, 2025 regular meetings as presented.

No public comments were received.

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

D. REPORTS

1. Information Technology Department

SUBJECT: Purchasing Authorization - Compuwave Inc.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a two-year blanket agreement with Compuwave in the amount of \$1.2 million for the purchase of computer hardware and related services.

The Chief Information Officer presented and was available to answer the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Information Technology Department

SUBJECT: Purchasing Authorization - Insight Public Sector Inc.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to extend Blanket Agreement No. 32400174 with Insight Public Sector, Inc. for the purchase of computer networking technology through April 30, 2028, and increase the funding amount by \$1.4 million for a new total not-to-exceed amount of \$4.035 million.

The Chief Information Officer presented and was available to answer the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Member Starr requested an update on: 1.) food vendor at the corner of Rose Avenue and Gonzales Road blocking the sidewalk; and 2.) public nuisance animal ordinance.

The City Attorney stated that these items would come back to the Community Services, Public Safety, Housing & Economic Development Committee.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 5:21 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
October 14, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: October 28, 2025
TO: Finance & Governance Committee
FROM: Robert Ruben, Chief Information Officer, (805) 385-7554, robert.ruben@oxnard.org
SUBJECT: First Amendment to Hireclout Inc. Professional Services Agreement for IT Recruitment 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 Professional Services Agreement No. 32600052 with Hireclout Inc. in the amount of \$1,130,000 for a new, not-to-exceed agreement value of \$1,350,000 and extend the agreement term to June 30, 2027, for information technology contractor and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation: <https://youtu.be/nt899yxgOtE>

BACKGROUND

Since August 2023, the Vendor has played a key role in assisting the City with the recruitment and placement of highly qualified IT professionals. Recruiting IT talent continues to be one of the most significant workforce challenges nationwide, and this shortage is particularly acute in the public sector, where overall employee incentives, including telework options and flexible schedules, lag behind those offered in private industry. Positions requiring advanced skills in cybersecurity, enterprise systems, network infrastructure, and application support are especially difficult to fill, creating risks to operational continuity and slowing progress on critical technology initiatives. The Vendor's services remain essential in helping the City identify, attract, and retain specialized IT personnel who can support daily operations and advance long-term technology priorities. Continued partnership ensures that urgently needed vacancies are addressed quickly, allowing the IT Department to maintain service delivery to City departments, residents, and the business community.

The IT Department is currently managing a broad portfolio of technology projects that support the City's operational needs and service delivery across multiple departments, including Police, Fire, Public Works, and Billing & Licensing. Contractors have been critical partners, collaborating with City staff to gather requirements, design solutions, and support the build, testing, and implementation of new systems. Many projects have already achieved meaningful progress, a pace made possible through the additional staffing support provided by the Vendor.

The Vendor has provided essential support in addressing IT staffing vacancies, ensuring continuity of operations, assisting in tackling legacy system challenges, helping modernize and stabilize existing technology,

and contributing to the reduction of technology debt. These efforts have paved the way for more efficient, future-ready IT infrastructure.

IT RECRUITMENT AND CONTRACTOR SUPPORT

	FY24	FY25	FY26 (expected)	FY27 (expected)
Contractor	548,413	607,602	688,536	540,000
Recruiting	73,400	83,600	80,000	40,000
	621,813	691,202	768,536	580,000

This amendment ensures continuity of the Vendor’s services, allowing the IT Department to fill critical personnel needs and maintain momentum on ongoing technology initiatives. Continued Vendor support mitigates potential delays in project implementation, helping the City meet service expectations for residents and internal departments while accelerating key cybersecurity remediation projects. Maintaining experienced staffing support strengthens the Department’s ability to respond to emerging technology needs, keep City systems up to date, implement key process improvements, and deliver operational enhancements.

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

Funding for these services is included in the IT Department’s FY 2025–26 budget, and no additional appropriations are required. Future-year funding will be incorporated into upcoming budget processes, with total annual expenditures expected to remain stable and consistent with current levels. Current funding account is 7311801-53200.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. First Amendment 32600052
2. Hirecloud Agreement 32600052
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 11th day of November 2025, by and between the City of Oxnard, a municipal corporation (“City”), and Hireclout Inc. (“Hireclout”, or “Consultant”). This First Amendment amends the original Agreement entered into on September 18, 2025 by City and Consultant.

City and Consultant agree as follows:

1. Section 4 of the Agreement is amended from an agreement ending date of “June 30, 2026” to “June 30, 2027”.
2. Section 5 of the Agreement is amended from an Agreement Not to Exceed value of “\$220,000” to “\$1,350,000”.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

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

CITY OF OXNARD

HIRECLOUT, INC .

Luis A. McArthur, Mayor Date

Signed by:
Jeffrey Mitchell

Jeffrey Mitchell, President 10/15/2025 | 10:04 AM PDT
Date

DocuSigned by:
Avetis Antaplyan

Avetis Antaplyan, CEO 10/17/2025 | 5:42 PM CDT
Date

ATTEST:

Lourdes A. López, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza

Stephen M. Fischer, City Attorney 10/15/2025 | 9:06 AM PDT
Date

Agreement No.32600052

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND HIRECLOUT, INC.**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Hireclout, Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. This section is intentionally deleted.

2. SUMMARY DESCRIPTION OF SERVICES.

VENDOR to provide the CITY with IT recruitment services as well as project-specific contractors.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Hireclout, Inc., a corporation/LLC/LLP of the State of California, located at 5950 Canoga Ave Suite 200, Woodland Hills, CA 91367

4. TERM OF AGREEMENT: From: July 1 2025 To: June 30, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$220,000.

Agreement No.32600052

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B
- Exhibit D: EXHIBIT NOT USED
- Exhibit E: Living Wage Policy
- Exhibit F: EXHIBIT NOT USED
- Exhibit G: EXHIBIT NOT USED

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant’s Services shall be performed or immediately supervised by the Consultant’s Representative:

<p>City Designated Representative</p> <p>Name ROB RUBEN</p> <p>Title CIO</p> <p>Phone 805 385 7554</p> <p>Email rob.ruben@oxnard.org</p> <p>Address 300 W. 3rd Street Suite 200</p> <p>Oxnard CA 93030</p>	<p>Consultant Designated Representative</p> <p>Name JEFF MITCHELL</p> <p>Title PRESIDENT</p> <p>Phone 818 882 2000</p> <p>Email jeff@hireclout.com</p> <p>Address 5950 Canoga Ave Suite 200,</p> <p>Woodland Hills, CA 91367</p>
---	--

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.

Agreement No.32600052

- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. 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. Invoices may be emailed to: itap@oxnard.org.

Agreement No.32600052

- B. 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 subcontracted Consultants.
- C. 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.
- D. **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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution

Agreement No.32600052

of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . RESERVED

16. 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. 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 the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

Agreement No.32600052

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
- (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Agreement No.32600052

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to

Agreement No.32600052

be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. 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.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its

Agreement No.32600052

officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Agreement No.32600052

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. INTENTIONALLY OMITTED

27. IRAN CONTRACTING ACT. RESERVED

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as “Exhibit A”. Consultant is fully responsible for satisfactory completion of all its subcontractors’ work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

Agreement No.32600052

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the

Agreement No.32600052

Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. 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, or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant 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. Consultant shall include a copy of this Section 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed,

Agreement No.32600052

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.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

Agreement No.32600052

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

Agreement No.32600052

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

HIRECLOUT, INC.

DocuSigned by:

Jennifer Hiraoka

9/18/2025 | 2:25 PM PDT

Luis A. Mc Arthur, Mayor¹ Date

Jennifer Hiraoka, Purchasing Manager²

Signed by:

Jeffrey Mitchell

8/18/2025 | 2:07 PM PDT

Jeffrey Mitchell, President

DocuSigned by:

Avetis Antaplyan

8/22/2025 | 11:14 AM CDT

Avetis Antaplyan, CEO

ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza

8/7/2025 | 12:13 PM PDT

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

EXHIBIT A

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Hireclout, Inc.)**

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.

Agreement No.32600052

SCOPE OF SERVICES

PROJECT MANAGER: GARY KRUMIAN, 805 385 7558, gary.krumian@oxnard.org

VENDOR shall provide the CITY with IT recruitment services as well as project-specific contractors subject to the following conditions:

MEALS AND REST PERIODS. Hourly/non-exempt ASSIGNEES are entitled to take a 10 minute paid rest period for every four hours of work, or major fraction thereof (see table below). These rest periods should be taken as close to the middle of each four-hour shift as practical. ASSIGNEES who are not able to take their rest period for any reason must notify their immediate supervisor assigned by CITY or their VENDOR contact. ASSIGNEES are not required to clock in and out for these rest periods.

HOURS WORKED	NUMBER OF REST BREAKS
0-3.5	0
3.6-6.0	1
6.1-10.0	2
10.1-14.0	3
14.1-18.0	4

Hourly/non-exempt employees are entitled to an unpaid, uninterrupted meal period for each eight- hour shift they work. This meal period must be at least 30 (thirty) minutes long and must begin within 4:59 hours (four hours, fifty-nine minutes) after the start of the shift. Employees are required to report each daily meal period on their weekly time records. Employees are prohibited from performing any work while on meal periods.

NON EMPLOYMENT (HOURLY) CITY agrees, during the course of this Agreement, and for a period of twelve (12) months after the commencement of the services for each ASSIGNEE, not to solicit for hire and/or otherwise (including consultation work) engage the services of VENDOR’S employees and/or ASSIGNEES, whether as hourly work, independent through another agency or as employee without providing compensation to VENDOR a fee. It is mutually agreed that any ASSIGNEES performing services under this Agreement shall remain employees of VENDOR, and VENDOR will be solely responsible for: recruiting, interviewing, hiring, disciplining and terminating its ASSIGNEES. Except as set forth above, ASSIGNEES shall not become employees of CITY, nor be entitled to any rights, benefits, compensation, damages, or contributions under any employee benefit plan, or privileges of CITY’s employees. Further, (a) VENDOR will maintain all necessary personnel and payroll records for its ASSIGNEES; (b) pay gross wages and provide any legally required benefits directly to its ASSIGNEES; and (c) handle employee work-related claims and complaints.

Agreement No.32600052

FACILITIES. CITY agrees to provide VENDOR'S employee and/or ASSIGNEE with suitable working premises and conditions, including but not limited to, all computer equipment and software necessary to perform the services for which ASSIGNEE is providing services for CITY, at CITY'S sole cost.

WORK FOR HIRE. All work performed by a ASSIGNEE shall be considered work for hire ("WORK"), and ownership of the WORK and all copyrights, trademarks, patents, proprietary information, trade secrets, intellectual property and other rights are and shall be deemed owned by CITY, and not by ASSIGNEE or AGENCY, both during the performance of the WORK and upon completion. To the extent that any portion of the WORK may not be considered "work for hire" under applicable law, AGENCY shall cause each ASSIGNEE to, irrevocably assign to CITY all of AGENCY's and ASSIGNEE's right, title and interest in and to such portions of the Work. AGENCY grants to, and shall cause each ASSIGNEE to grant, CITY the right to copy and freely distribute materials produced under this Agreement.

WORK HOURS AND OVERTIME. City office hours are 8:00am to 6:00pm Monday through Thursday, and 8:00am to 5:00pm on Friday, with City Offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over a two-week period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker's approved standard hourly rate.

Agreement No.32600052

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Hireclout, Inc.)

SCHEDULE OF COMPENSATION

FEES PAYABLE TO VENDOR. CITY agrees to pay VENDOR for services as specified herein, or as amended by any later signed agreements. Payment of fees to VENDOR is based upon the following:

A. HOURLY: The hourly rates shall be paid to VENDOR for each hour VENDOR and/or its CONTRACTORS perform services for CITY.

B. CONTRACTOR RATE: The calculation for the bill rate to the CITY will be:
Candidate Pay Rate x 1.18 + \$25.00/hour.

C. CITY-PROVIDED CANDIDATES: For any candidate suggested to VENDOR by CITY who accepts to become a CONTRACTOR for the City, the calculation for the bill rate to the CITY will be:

Candidate Pay Rate x 1.18 +\$6.50/hour.

D. NEW FULL TIME HIRES: Recruitment fee paid to VENDOR for candidates who immediately are hired to become full-time employees at the City will be 20% of the candidate's base annual salary at the time of hire.

E. CONVERSION FROM HOURLY TO PERMANENT EMPLOYMENT: Should a CONTRACTOR convert from compensation on an hourly basis to a permanent employment basis, CITY agrees to pay VENDOR based on the following schedule.

Billed Hours	Conversion Fee Rate (% of annual base salary)
1-360 Hours	20%
361 – 720 Hours	15%
721 – 960 Hours	10%
>960 Hours	Free Conversion

F. PAYMENT: Bi-weekly billings are based upon a 44-hour work week for the first week and a 36-hour work week for the second week. Payments to VENDOR shall be made within 45 days of receipt of invoice from VENDOR.

3. REIMBURSEMENT TO VENDOR FOR EXPENSES. CITY shall be responsible to VENDOR for the travel expenses of ASSIGNEE only when ASSIGNEE is required to

Agreement No.32600052

work at a location other than CITY'S principal office, which is: 300 W 3rd St, Oxnard, CA 93030. CITY shall be responsible for, and will pay as billed, all pre-approved out-of-pocket expenses incurred by VENDOR and/or ASSIGNEE in the course of ASSIGNEE's work on behalf of CITY

Agreement No.32600052

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Hireclout, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

pg. 20

Agreement No.32600052

- c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall

Agreement No.32600052

include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

Agreement No.32600052

	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				<p>\$1,000,000</p> PERSONAL & ADV. INJURY <p>\$1,000,000</p> EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Agreement No.32600052

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<p>PRODUCER Telephone: _____</p>	<p>POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits</p>	
<p>NAMED INSURED</p>	<p><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)</p>	
	<p>APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:</p>	
	<p>CITY AGREEMENTS/PERMITS</p>	
TYPE OF INSURANCE	OTHER PROVISIONS	
<p>COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER</p>		
LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
<p>\$ _____ per accident, for bodily injury and property damage.</p>	<p>Name: _____ _____ ()</p>	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p>		
<ol style="list-style-type: none"> 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers 		

Agreement No.32600052

shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature __
 (original signature required)

Telephone: ()
 Date Signed _____

Rev. 1/23 INS-B.doc

EXHIBIT D

EXHIBIT NOT USED

Agreement No.32600052

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Hireclout, Inc.)

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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Agreement No.32600052

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Agreement No.32600052

EXHIBIT F

EXHIBIT NOT USED

Agreement No.32600052

EXHIBIT G
EXHIBIT NOT USED

First Amendment to Hireclout Inc Professional Services Agreement for IT Recruitment Services

Finance & Governance Committee

October 28, 2025

Rob Ruben, CIO



That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Hireclout Inc Professional Services Agreement 32600052 to extend its value to \$1,350,000 through June 30, 2027 for information technology contractor and recruitment services.

- Since August 2023, the Vendor has played a key role in assisting the City with the recruitment and placement of highly qualified IT professionals
- Recruiting IT talent continues to be one of the most significant workforce challenges nationwide
- This shortage is particularly acute in the public sector, where overall employee incentives including telework opportunities and flexible schedules, lag behind those offered in private industry
- Positions requiring advanced skills in cybersecurity, enterprise systems, network infrastructure, and application support are especially difficult to fill, creating risks to operational continuity and slowing progress on critical technology initiatives
- The Vendor's services remain essential in helping the City identify, attract, and retain specialized IT personnel who can support daily operations and advance long-term technology priorities
- Continued partnership ensures that urgently needed vacancies are addressed quickly, allowing the IT Department to maintain service delivery to City departments, residents, and the business community

- The IT Department is currently managing a broad portfolio of technology projects that support the City's operational needs and service delivery
- These initiatives span across multiple departments, including Police, Fire, Public Works, and Billing & Licensing, ensuring that technology improvements strengthen essential public services
- Contractors have been critical partners, collaborating with City staff to gather requirements, design solutions, and support the build, testing, and implementation of new systems
- Many projects have already achieved meaningful progress, a pace and level of advancement made possible through the additional staffing support provided by Hireclout

IT Recruitment and Contractor Support

	FY24	FY25	FY26 (expected)	FY27 (expected)
Contractor	548,413	607,602	688,536	540,000
Recruiting	73,400	83,600	80,000	40,000
	621,813	691,202	768,536	580,000

Key Contributions:

- Provided essential support in addressing IT staffing vacancies, ensuring continuity of operations
- Assisted in tackling legacy system challenges, helping modernize and stabilize existing technology
- Contributed to the reduction of technology debt, paving the way for more efficient, future-ready IT infrastructure

- This amendment ensures continuity of the vendor's services, allowing the IT Department to fill critical personnel needs and maintain momentum on ongoing technology initiatives
- Funding for these services is included in the IT Department's FY 2025–26 budget, and no additional appropriations are required
- Future year funding will be incorporated into upcoming budget processes, with total annual expenditures expected to remain relatively flat and consistent with current levels
- Continued vendor support mitigates potential delays in project implementation, helping the City meet service expectations for residents and internal departments accelerating key cybersecurity remediation projects
- Maintaining experienced staffing support strengthens the Department's ability to respond to emerging technology needs, keeping City systems up to date, making key process improvements, and implement operational enhancements

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Hireclout Inc Professional Services Agreement 32600052 to extend its value to \$1,350,000 through June 30, 2027 for information technology contractor and recruitment services.



QUESTIONS



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.2**

DATE: October 28, 2025
TO: Finance & Governance Committee
FROM: Robert Ruben, Chief Information Officer, (805) 385-7554, robert.ruben@oxnard.org
SUBJECT: First Amendment to Kore1 LLC Professional Services Agreement for IT Recruitment 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 Professional Services Agreement No. 32600051 with Kore1 LLC in the amount of \$680,000 for a new, not-to-exceed agreement value of \$900,000 and extend the agreement term to June 30, 2027, for information technology contractor and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation: <https://youtu.be/QZsVJ7JdNho>

BACKGROUND

Since August 2023, the Vendor has played a key role in assisting the City with the recruitment and placement of highly qualified IT professionals. Recruiting IT talent continues to be one of the most significant workforce challenges nationwide, and this shortage is particularly acute in the public sector, where overall employee incentives, including telework options and flexible schedules, lag behind those offered in private industry. Positions requiring advanced skills in cybersecurity, enterprise systems, network infrastructure, and application support are especially difficult to fill, creating risks to operational continuity and slowing progress on critical technology initiatives. The Vendor's services remain essential in helping the City identify, attract, and retain specialized IT personnel who can support daily operations and advance long-term technology priorities. Continued partnership ensures that urgently needed vacancies are addressed quickly, allowing the IT Department to maintain service delivery to City departments, residents, and the business community.

The IT Department is currently managing a broad portfolio of technology projects that support the City's operational needs and service delivery across multiple departments, including Police, Fire, Public Works, and Billing & Licensing. Contractors have been critical partners, collaborating with City staff to gather requirements, design solutions, and support the build, testing, and implementation of new systems. Many projects have already achieved meaningful progress, a pace made possible through the additional staffing support provided by the Vendor.

The Vendor has provided essential support in addressing IT staffing vacancies, ensuring continuity of operations, assisting in tackling legacy system challenges, helping modernize and stabilize existing technology,

and contributing to the reduction of technology debt. These efforts have paved the way for more efficient, future-ready IT infrastructure.

IT RECRUITMENT AND CONTRACTOR SUPPORT

	FY24	FY25	FY26 (expected)	FY27 (expected)
Contractor	484,256	272,044	257,325	540,000
Recruiting	0	25,000	54,000	40,000
	484,256	297,044	311,325	580,000

This amendment ensures continuity of the Vendor’s services, allowing the IT Department to fill critical personnel needs and maintain momentum on ongoing technology initiatives. Continued Vendor support mitigates potential delays in project implementation, helping the City meet service expectations for residents and internal departments while accelerating key cybersecurity remediation projects. Maintaining experienced staffing support strengthens the Department’s ability to respond to emerging technology needs, keep City systems up to date, implement key process improvements, and deliver operational enhancements.

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

Funding for these services is included in the IT Department’s FY 2025–26 budget, and no additional appropriations are required. Future-year funding will be incorporated into upcoming budget processes, with total annual expenditures expected to remain stable and consistent with current levels. Current funding account is 7311801-53200.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. First Amendment 32600051
2. Kore1 Agreement 32600051
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 11th day of November 2025, by and between the City of Oxnard, a municipal corporation (“City”), and Kore1 LLC (“Kore1”, or “Consultant”). This First Amendment amends the original Agreement entered into on August 13, 2025 by City and Consultant.

City and Consultant agree as follows:

1. Section 4 of the Agreement is amended from an agreement ending date of “June 30, 2026” to “June 30, 2027”.
2. Section 5 of the Agreement is amended from an Agreement Not to Exceed value of “\$220,000” to “\$900,000”.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

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

CITY OF OXNARD

KORE1 LLC

Luis A. McArthur, Mayor Date

Signed by:
Thomas Kenaley

3CF4E7A75B3642K
Thomas Kenaley, President 10/19/2025 | 3:54 PM PDT
Date

ATTEST:

Lourdes A. López, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Faragoza

4A59E924094040E
Stephen M. Fischer, City Attorney 10/15/2025 | 9:06 AM PDT
Date

Agreement No.32600051

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND KORE1 LLC**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Kore1 LLC (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. This section is intentionally deleted.

2. SUMMARY DESCRIPTION OF SERVICES.

VENDOR to provide the CITY with IT recruitment services as well as project-specific contractors.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Kore1 LLC, a corporation/LLC/LLP of the State of California, located at 36 Discovery, Suite 220, Irvine, CA 92618

4. TERM OF AGREEMENT: From (Date): July 1 2025 To (Date): June 30, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$220,000.

Agreement No.32600051

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B
- Exhibit D: EXHIBIT NOT USED
- Exhibit E: Living Wage Policy
- Exhibit F: EXHIBIT NOT USED
- Exhibit G: EXHIBIT NOT USED

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

<p>City Designated Representative</p> <p>Name ROB RUBEN</p> <p>Title CIO</p> <p>Phone 805 385 7554</p> <p>Email rob.ruben@oxnard.org</p> <p>Address 300 W. 3rd Street Suite 200</p> <p>Oxnard CA 93030</p>	<p>Consultant Designated Representative</p> <p>Name TOM KENALEY</p> <p>Title PRESIDENT</p> <p>Phone 949.209.1482</p> <p>Email tomk@kore1.com</p> <p>Address 36 Discovery, Suite 220</p> <p>Irvine, CA 92618</p>
---	---

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.

Agreement No.32600051

- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. 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. Invoices may be emailed to: itap@oxnard.org.

Agreement No.32600051

- B. 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 subcontracted Consultants.
- C. 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.
- D. **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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution

Agreement No.32600051

of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . RESERVED

16. 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. 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 the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

Agreement No.32600051

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
- (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Agreement No.32600051

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to

Agreement No.32600051

be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. 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.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its

Agreement No.32600051

officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Agreement No.32600051

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. INTENTIONALLY OMITTED

27. IRAN CONTRACTING ACT. RESERVED

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as “Exhibit A”. Consultant is fully responsible for satisfactory completion of all its subcontractors’ work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

Agreement No.32600051

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the

Agreement No.32600051

Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. 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, or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by City, whichever occurs later. Consultant 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. Consultant shall include a copy of this Section 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed,

Agreement No.32600051

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.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

Agreement No.32600051

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

Agreement No.32600051

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

KORE1 LLC

DocuSigned by:

Jennifer Hiraoka 8/13/2025 | 12:32 PM PDT

Luis A. Mc Arthur, Mayor¹ Date

Jennifer Hiraoka, Purchasing Manager²

DocuSigned by:

Thomas Kenaley 8/6/2025 | 11:13 AM PDT

Thomas Kenaley, Date

President

_____,³ Date

ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza 8/7/2025 | 12:12 PM PDT

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.

Agreement No.32600051

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Kore1 LLC)

SCOPE OF SERVICES

PROJECT MANAGER: GARY KRUMIAN, 805 385 7558, gary.krumian@oxnard.org

VENDOR shall provide the CITY with IT recruitment services as well as project-specific contractors subject to the following conditions:

MEALS AND REST PERIODS. Hourly/non-exempt ASSIGNEES are entitled to take a 10 minute paid rest period for every four hours of work, or major fraction thereof (see table below). These rest periods should be taken as close to the middle of each four-hour shift as practical. ASSIGNEES who are not able to take their rest period for any reason must notify their immediate supervisor assigned by CITY or their VENDOR contact. ASSIGNEES are not required to clock in and out for these rest periods.

HOURS WORKED	NUMBER OF REST BREAKS
0-3.5	0
3.6-6.0	1
6.1-10.0	2
10.1-14.0	3
14.1-18.0	4

Hourly/non-exempt employees are entitled to an unpaid, uninterrupted meal period for each eight- hour shift they work. This meal period must be at least 30 (thirty) minutes long and must begin within 4:59 hours (four hours, fifty-nine minutes) after the start of the shift. Employees are required to report each daily meal period on their weekly time records. Employees are prohibited from performing any work while on meal periods.

NON EMPLOYMENT (HOURLY) CITY agrees, during the course of this Agreement, and for a period of twelve (12) months after the commencement of the services for each ASSIGNEE, not to solicit for hire and/or otherwise (including consultation work) engage the services of VENDOR'S employees and/or ASSIGNEES, whether as hourly work, independent through another agency or as employee without providing compensation to VENDOR a fee. It is mutually agreed that any ASSIGNEES performing services under this Agreement shall remain employees of VENDOR, and VENDOR will be solely responsible for: recruiting, interviewing, hiring, disciplining and terminating its

Agreement No.32600051

ASSIGNEES. Except as set forth above, ASSIGNEES shall not become employees of CITY, nor be entitled to any rights, benefits, compensation, damages, or contributions under any employee benefit plan, or privileges of CITY's employees. Further, (a) VENDOR will maintain all necessary personnel and payroll records for its ASSIGNEES; (b) pay gross wages and provide any legally required benefits directly to its ASSIGNEES; and (c) handle employee work-related claims and complaints.

FACILITIES. CITY agrees to provide VENDOR'S employee and/or ASSIGNEE with suitable working premises and conditions, including but not limited to, all computer equipment and software necessary to perform the services for which ASSIGNEE is providing services for CITY, at CITY'S sole cost.

WORK FOR HIRE. All work performed by a ASSIGNEE shall be considered work for hire ("WORK"), and ownership of the WORK and all copyrights, trademarks, patents, proprietary information, trade secrets, intellectual property and other rights are and shall be deemed owned by CITY, and not by ASSIGNEE or AGENCY, both during the performance of the WORK and upon completion. To the extent that any portion of the WORK may not be considered "work for hire" under applicable law, AGENCY shall cause each ASSIGNEE to, irrevocably assign to CITY all of AGENCY's and ASSIGNEE's right, title and interest in and to such portions of the Work. AGENCY grants to, and shall cause each ASSIGNEE to grant, CITY the right to copy and freely distribute materials produced under this Agreement.

WORK HOURS AND OVERTIME. City office hours are 8:00am to 6:00pm Monday through Thursday, and 8:00am to 5:00pm on Friday, with City Offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over a two-week period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker's approved standard hourly rate.

Agreement No.32600051

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Kore1 LLC)

SCHEDULE OF COMPENSATION

FEES PAYABLE TO VENDOR. CITY agrees to pay VENDOR for services as specified herein, or as amended by any later signed agreements. Payment of fees to VENDOR is based upon the following:

A. HOURLY: The hourly rates shall be paid to VENDOR for each hour VENDOR and/or its CONTRACTORS perform services for CITY.

B. CONTRACTOR RATE: The calculation for the bill rate to the CITY will be:
Candidate Pay Rate x 1.18 + \$25.00/hour.

C. CITY-PROVIDED CANDIDATES: For any candidate suggested to VENDOR by CITY who accepts to become a CONTRACTOR for the City, the calculation for the bill rate to the CITY will be:

Candidate Pay Rate x 1.18 +\$6.50/hour.

D. NEW FULL TIME HIRES: Recruitment fee paid to VENDOR for candidates who immediately are hired to become full-time employees at the City will be 20% of the candidate's base annual salary at the time of hire.

E. CONVERSION FROM HOURLY TO PERMANENT EMPLOYMENT: Should a CONTRACTOR convert from compensation on an hourly basis to a permanent employment basis, CITY agrees to pay VENDOR based on the following schedule.

Billed Hours	Conversion Fee Rate (% of annual base salary)
1-360 Hours	20%
361 – 720 Hours	15%
721 – 960 Hours	10%
>960 Hours	Free Conversion

F. PAYMENT: Bi-weekly billings are based upon a 44-hour work week for the first week and a 36-hour work week for the second week. Payments to VENDOR shall be made within 45 days of receipt of invoice from VENDOR.

3. REIMBURSEMENT TO VENDOR FOR EXPENSES. CITY shall be responsible to VENDOR for the travel expenses of ASSIGNEE only when ASSIGNEE is required to

Agreement No.32600051

work at a location other than CITY'S principal office, which is: 300 W 3rd St, Oxnard, CA 93030. CITY shall be responsible for, and will pay as billed, all pre-approved out-of-pocket expenses incurred by VENDOR and/or ASSIGNEE in the course of ASSIGNEE's work on behalf of CITY

Agreement No.32600051

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kore1 LLC)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

pg. 20

Agreement No.32600051

- c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall

Agreement No.32600051

include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

Agreement No.32600051

	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				<p>\$1,000,000</p> PERSONAL & ADV. INJURY <p>\$1,000,000</p> EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Agreement No.32600051

Rev. 1/23 INS-B.doc

<h2>GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")</h2>		SUBMIT IN DUPLICATE							
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
<p style="text-align: center;">PRODUCER Telephone: _____</p>	<p>POLICY INFORMATION: Insurance Company: _____ Policy No.: _____</p> <p>Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits</p>								
<p style="text-align: center;">NAMED INSURED</p>	<p><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ applies with an Aggregate of \$ _____ to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)</p>								
<p style="text-align: center;">TYPE OF INSURANCE</p>	<p>APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:</p> <p>CITY AGREEMENTS/PERMITS</p>								
<p>GENERAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY Retroactive Date _____ <input type="checkbox"/> Occurrence <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE</p>		<p style="text-align: center;">OTHER PROVISIONS</p>							
<p style="text-align: center;">COVERAGES</p> <p><input type="checkbox"/> GENERAL <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE DAMAGE <input type="checkbox"/> _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <td style="text-align: center;">EACH OCCURRENCE</td> <td style="text-align: center;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"> </td> <td style="height: 100px;"> </td> </tr> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
		<p>Underwriter=s representative for claims pursuant to this insurance.</p> <p>CLAIMS: Name: _____ Address: _____</p>							

Agreement No.32600051

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<p>PRODUCER Telephone: _____</p>	<p>POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits</p>	
<p>NAMED INSURED</p>	<p><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)</p>	
	<p>APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:</p>	
	<p>CITY AGREEMENTS/PERMITS</p>	
TYPE OF INSURANCE	OTHER PROVISIONS	
<p>COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER</p>		
LIMIT OF LIABILITY	CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
<p>\$ _____ per accident, for bodily injury and property damage.</p>	<p>Name: _____ _____ ()</p>	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p>		
<ol style="list-style-type: none"> 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers 		

Agreement No.32600051

shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature __
 (original signature required)

Telephone: ()
 Date Signed _____

Agreement No.32600051

Agreement No.32600051

EXHIBIT D

EXHIBIT NOT USED

Agreement No.32600051

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kore1 LLC)

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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Agreement No.32600051

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Agreement No.32600051

EXHIBIT F

EXHIBIT NOT USED

Agreement No.32600051

EXHIBIT G
EXHIBIT NOT USED

First Amendment to Kore1 LLC Professional Services Agreement for IT Recruitment Services

Finance & Governance Committee

October 28, 2025

Rob Ruben, CIO



That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Kore1 LLC Professional Services Agreement 32600051 to extend its value to \$900,000 through June 30, 2027 for information technology contractor and recruitment services.

- Since March 2023, the Vendor has played a key role in assisting the City with the recruitment and placement of highly qualified IT professionals
- Recruiting IT talent continues to be one of the most significant workforce challenges nationwide
- This shortage is particularly acute in the public sector, where overall employee incentives including telework opportunities and flexible schedules, lag behind those offered in private industry
- Positions requiring advanced skills in cybersecurity, enterprise systems, network infrastructure, and application support are especially difficult to fill, creating risks to operational continuity and slowing progress on critical technology initiatives
- The Vendor's services remain essential in helping the City identify, attract, and retain specialized IT personnel who can support daily operations and advance long-term technology priorities
- Continued partnership ensures that urgently needed vacancies are addressed quickly, allowing the IT Department to maintain service delivery to City departments, residents, and the business community

- The IT Department is currently managing a broad portfolio of technology projects that support the City's operational needs and service delivery
- These initiatives span across multiple departments, including Police, Fire, Public Works, and Billing & Licensing, ensuring that technology improvements strengthen essential public services
- Contractors have been critical partners, collaborating with City staff to gather requirements, design solutions, and support the build, testing, and implementation of new systems
- Many projects have already achieved meaningful progress, a pace and level of advancement made possible through the additional staffing support provided by Kore1

IT Recruitment and Contractor Support

	FY24	FY25	FY26 (expected)	FY27 (expected)
Contractor	484,256	272,044	257,325	540,000
Recruiting	-	25,000	54,000	40,000
	484,256	297,044	311,325	580,000

Key Contributions:

- Provided essential support in addressing IT staffing vacancies, ensuring continuity of operations
- Assisted in tackling legacy system challenges, helping modernize and stabilize existing technology
- Contributed to the reduction of technology debt, paving the way for more efficient, future-ready IT infrastructure

- This amendment ensures continuity of the vendor's services, allowing the IT Department to fill critical personnel needs and maintain momentum on ongoing technology initiatives
- Funding for these services is included in the IT Department's FY 2025–26 budget, and no additional appropriations are required
- Future year funding will be incorporated into upcoming budget processes, with total annual expenditures expected to remain relatively flat and consistent with current levels
- Continued vendor support mitigates potential delays in project implementation, helping the City meet service expectations for residents and internal departments accelerating key cybersecurity remediation projects
- Maintaining experienced staffing support strengthens the Department's ability to respond to emerging technology needs, keeping City systems up to date, making key process improvements, and implement operational enhancements.

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Kore1 LLC Professional Services Agreement 32600051 to extend its value to \$900,000 through June 30, 2027 for information technology contractor and recruitment services.



QUESTIONS



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.3**

DATE: October 28, 2025

TO: Finance & Governance Committee

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

SUBJECT: Purchasing Authorization - Frontier Communications Inc. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute an agreement with Frontier Communications Inc. (32600201) for three years with a not to exceed amount of \$524,605 for telephone services to the City.

Please click the following link to view the required Measure M pre-recorded presentation: <https://youtu.be/-qV63ktlxZ4>

BACKGROUND

On December 26, 2012, the City entered into Agreement 6053-12-CM with Verizon for telephone services throughout City facilities. In April 2016, Verizon sold and transferred its services and accounts to Frontier. Since that time, Frontier has been providing copper wire telephone service to the City, commonly referred to as POTS (or *Plain Old Telephone Service*) lines.

The State of California has announced that it will no longer provide contractual pricing for POTS lines through the CALNET program beginning in 2026. Currently, the City uses 265 POTS lines throughout its facilities at an approximate cost of \$7,800 per month. Under the CALNET contract, the average cost per line has been approximately \$30 per month. With the sunseting of CALNET, telephone carriers across the state are expected to increase monthly POTS costs to \$100 or more per line.

Frontier has proposed a 36-month contract for the City’s POTS lines that maintains a fixed monthly rate of \$54.99 per line.

FRONTIER CENTREX POTS LINES						
Number of Lines	Monthly Cost per Line	Year 1	Year 2	Year 3	Total	
265	54.99	174,868	174,868	174,868	524,605	

This agreement ensures the continuity of POTS line services to City facilities at a fixed and known cost, protecting the City from anticipated increases in POTS pricing.

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

Funding for these services is included in the IT Department's FY 2025–26 budget, and no additional appropriations are required. Future-year funding will be incorporated into upcoming budget processes.

Funding from 7311805-54080

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Agreement 32600201
2. Presentation



This is Schedule Number S-0000448913 to the Frontier Services Agreement dated 12/11/2012 (“FSA”) by and between City of Oxnard - Purchasing (“Customer”) and Frontier Communications of America, Inc. on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: **300 W 3rd St. Ste 202**
 City, State, Zip: **Oxnard California 93030**

Schedule Date: **06/25/2025**
 Service Term: **36**

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex See attached Exhibit 1 for detailed site listing document dated 06/25/2025 attached hereto and incorporated herein by this reference	265	\$0.00	\$14,572.35
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

SIGNATURE PAGE TO FOLLOW



Business Local & LD Schedule

Frontier Confidential

Frontier Communications of America, Inc.	City of Oxnard
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name: Luis A. Mc Arthur
Title:	Title: Mayor
Date:	Date:

ATTEST:

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

APPROVED AS TO FORM:

 Stephen M. Fischer, Date
 City Attorney

Purchasing Authorization - Frontier Communications

Finance & Governance Committee

October 28, 2025

Rob Ruben, CIO



That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute agreement number 32600201 with Frontier Communications Inc. for three years with a not to exceed amount of \$524,605 for telephone services to the City.

- On December 26, 2012, City and Verizon signed agreement 6053-12-CM for telephone services throughout City facilities
- In April 2016, Verizon sold and transferred its various services and accounts to Frontier
- Since then, Frontier has been providing copper wire telephone service to the City otherwise known as POTS lines
- The State of California has decided that it will no longer provide contractual pricing service for POTS lines beginning in 2026 as part of the state's CALNET contract
- The City currently used 265 POTS lines throughout its facilities

- The City's POTS lines currently cost approximately \$7,800 per month
- The average cost of each line under California's CALNET contract has been approximately \$30 per line
- The sunseting of the CALNET program means that the various telephone carriers throughout the state will be increasing the monthly POTS cost to \$100 or more
- Frontier has proposed a 36 month contract for the POTS lines that keeps the monthly pricing fixed at \$54.99 per line

FRONTIER CENTREX POTS LINES					
Number of Lines	Monthly Cost per Line	Year 1	Year 2	Year 3	Total
265	54.99	174,868	174,868	174,868	524,605

- This amendment ensures continuity of the vendor’s services of POTS lines to the City at a fixed and known cost not subject to fluctuations in POTS pricing
- Funding for these services is included in the IT Department’s FY 2025–26 budget, and no additional appropriations are required
- Future year funding will be included as part of future budget processes

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute agreement number 32600201 with Frontier Communications Inc. for three years with a not to exceed amount of \$524,605 for telephone services to the City.



QUESTIONS