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.gov.

CITY OF OXNARD CALIFORNIA

AMENDED AGENDA
(October 27, 2025, Report Item No. N-4 was added)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION
SUCCESSOR AGENCY OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Meeting Location: Council Chambers, 305 West Third Street
November 3, 2025

Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 837 6362 4996
3. Passcode: 131496

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.GOV.

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by 3:00 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 3:00 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.

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)

c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

a. Follow Zoom details listed above.
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
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *City of Oxnard v. Rio School District; et al.*
Ventura County Superior Court, Case No. 56-2023-00575575-CU-WM-VTA
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Douglas Cohee v. City of Oxnard; et al.*
Ventura County Superior Court, Case No. 2023CUPA017800
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. Public Works Department
SUBJECT: Public Works Department Workshop - Day 1: Water, Wastewater with Stormwater, Solid Waste, and Golf Course Operations (Enterprise Funds). (60 minutes)
RECOMMENDATION: That the City Council receive and file an update report from the Public Works Director and Assistant Public Works Directors, concerning information related to the Enterprise Funded Divisions and Stormwater (a non-enterprise funded subdivision of Wastewater) in the Public Works Department as it relates to infrastructure and natural resources.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/meoMWxsR4iI

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

E. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating November 11, 2025 as "Veterans Day."

2. SUBJECT: Presentation of a Proclamation Designating the Month of November 2025 as "Family Caregivers Month."

G. 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.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Manager's Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-D3GgDNqbik

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS
At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

J. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes of City Council for October 21, 2025.

Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

2. Community Development Department

SUBJECT: Zone Text Amendment (Permit No. 25-580-01) to allow Agricultural and Construction Vehicles Sales and Incidental Repair and Service uses in the Heavy Manufacturing (M-2) Zone.

RECOMMENDATION: That the City Council adopt Ordinance No. 3069 titled "Ordinance of the City Council of the City of Oxnard Approving Planning And Zoning Permit No. 25-580-01 for a Zone Text Amendment to the Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163, for properties located within the City of Oxnard Zoned Heavy Manufacturing. Filed by Julie McCaslin, Todd Industrial Park (the "Applicant"), 5755 Valentine Road, Suite 203, Ventura, California 93003."

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

3. Cultural & Community Services Department

SUBJECT: Resolution Authorizing the Library Manager to Approve the Library Collection Development Policy Pursuant to AB 1825 (Freedom to Read Act).

RECOMMENDATION: That the City Council adopt a resolution authorizing the Library Manager to approve the Oxnard Public Library's Collection Development Policy to ensure compliance with AB 1825 (Freedom to Read Act) prior to the December 31, 2025 state deadline.

This recommendation is made as an interim administrative action while the City completes the process of recruiting, reviewing and appointing members to the newly reestablished Library Board in accordance with state library law.

Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

4. Finance Department

SUBJECT: City's Monthly Investment Report for the period ending September 2025.

RECOMMENDATION: That the City Council receive and file the monthly investment report. This is an information item.

This item did not originate in Committee.

Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

5. Finance Department
SUBJECT: First Amendment to the Existing Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the Tyler Payment Processing Agreement with Tyler Technologies, Inc. (A-8584) for credit card merchant services for a total agreement amount not to exceed $80,377 for the five-year agreement.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Jialan Su, (805) 385-7811

6. Public Works Department
SUBJECT: Amend Blanket Purchase Order with Fleet Services, Inc. for Medium and Heavy Duty Equipment Parts and Supplies.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to increase the not-to-exceed amount for the Blanket Purchase Order with Fleet Services, Inc. from $750,000 to $1,250,000 and extend the term through November 30, 2027, for medium and heavy-duty equipment parts and supplies.

(This item did not originate in Committee, as this is an extension of a blanket purchase order previously approved by City Council.)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Agreement 32600089 with David Volz Design Landscape Architects, Inc. DBA DVD Creative for Landscape Architecture Services for the Seaview Park Improvement Project, Specification #25-108.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with David Volz Design Landscape Architects, Inc. DBA DVD Creative, for a total contract amount not to exceed $295,743 with a term from November 5, 2025, through September 21, 2027, with the option for two consecutive one-year extensions ending September 21, 2029, for professional landscape architectural Services for the Seaview Park Improvement Project (C1311).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement program budget, which was previously approved by the City Council.)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Multiple Agreements for On-Call Structural Engineering Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of two years from November 10, 2025, to November 9, 2027, with an option for three consecutive one-year period extensions ending November 9, 2030, for on-call On-Call Structural Engineering Services:

1. Agreement 32600139 with IDS Group, Inc., for a total amount not to exceed $1,000,000.00;
2. Agreement 32600140 with m6 Consulting Inc., for a total amount not to exceed $1,000,000.00; and
3. Agreement 32600141 with T.Y. Lin International, for a total amount not to exceed $1,000,000.00.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department
SUBJECT: Agreement 32600133 with BKF Engineers for a City Master Plan of Drainage.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with BKF Engineers for a term of one year from November 4, 2025, to November 3, 2026, with the option to extend one year ending November 3, 2027, for a total contract amount not to exceed $629,950.00 for the development of a City Master Plan of Drainage for the Engineering Division.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

10. Public Works Department
SUBJECT: City of Oxnard Water Division 2022-2024 Public Health Goals Report.
RECOMMENDATION: That the City Council receive and file the 2022-2024 Public Health Goals Report.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department
SUBJECT: Agreement 32600146 with Synagro-WWT, Inc. for Digester Cleaning Services, Specification 25-14.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Synagro-WWT, Inc. (Synagro) in the amount of $1,185,910 for Digester cleaning services with a one-year term from November 4, 2025 to November 3, 2026.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Ordinance Regarding Building Regulations. (10 minutes)
RECOMMENDATION: That the City Council introduce and approve the first reading, by title only, waiving further reading of an ordinance amending Articles II through XIII, XV, and XVI, of Chapter 14 of the Oxnard City Code pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Electrical Code, California Existing Building Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, Fire Codes, and Fire Sprinklers; creating Article XXIX pertaining to the International Property Maintenance Code, and the Uniform Code for the Abatement of Dangerous Buildings.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aJj_4-xjSNc

Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

N. REPORTS

1. City Attorney Department
SUBJECT: Donation Agreement and Property Disposal. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:
1. Acceptance of a boat donation (A-8603) from Anthony Harris; and
2. Authorize the Purchasing Agent to sell, auction or otherwise dispose of the donated boat.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/82M3vpjYiQo

Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

2. Finance Department
SUBJECT: Authorization for Investment of Funds in a Local Government Investment Pool. (10 minutes)
RECOMMENDATION: That City Council:

1. Adopt a resolution authorizing investment of monies in the California Asset Management Program; and
2. Authorize the Mayor to complete any related documents and agreements to open City of Oxnard accounts with the California Asset Management Program.

(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/2ekA6_1FgvM

Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Public Works Department
SUBJECT: Purchase Orders with WEX Bank for the Fleet Fuel Card Program. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX Bank for an initial term of three years and seven months from December 7, 2025, through June 27, 2029 with the option to extend three additional one-year terms ending June 27, 2032 for an amount not to exceed $27,500,000, for the WEX Bank Fleet Fuel Card Program under Sourcewell Contract 030625-WEX.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

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

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Fire Department
SUBJECT: Urgent Procurement of a Paramedic Squad. (10 minutes)
RECOMMENDATION: That the City Council:

1. Approve a budget appropriation in the amount of $255,000 from the General Fund (101) available fund balance for the purchase, transport, and communication equipment cost of a paramedic squad; and
2. Authorizes the Mayor to execute a Purchase Order in the total amount of $225,000 for the purchase of the paramedic squad from Station Apparatus, LLC (seller).

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

Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

O. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Works Department Workshop - Day 1: Water, Wastewater with Stormwater, Solid Waste, and Golf Course Operations (Enterprise Funds). (60 minutes)

RECOMMENDATION

That the City Council receive and file an update report from the Public Works Director and Assistant Public Works Directors, concerning information related to the Enterprise Funded Divisions and Stormwater (a non-enterprise funded subdivision of Wastewater) in the Public Works Department as it relates to infrastructure and natural resources.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/meoMWxsR4iI

BACKGROUND

The Public Works Department provides an update to the City Council concerning information related to enterprise-funded activities in the Department. This includes water, wastewater (which includes stormwater), solid waste, and golf operations. This update includes essential services provided by the Department, how the Department serves the community, departmental milestones and accomplishments, challenges and roadblocks faced by the Department, and recommended community needs and future priorities related to the Department's functions.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michael Wolfe, Public Works Director

ATTACHMENTS

1. Presentation

CITY OF OXNARD CALIFORNIA

Public Works Workshop

Part 1 of 2:
Utilities | Enterprise Funds

Presented By:
Michael L. Wolfe, P.E.
Public Works Director

November 3, 2025

Numbers at a Glance

Public Works is the largest department in the City

543.5*

Public Works Employees

$271M*

Total Operating Budget

$700M

5 Year Capital Improvement Program

*Data shown is for Fiscal Year 2025-2026

Public Works Department

Part 1

Utilities/Enterprise Funds:

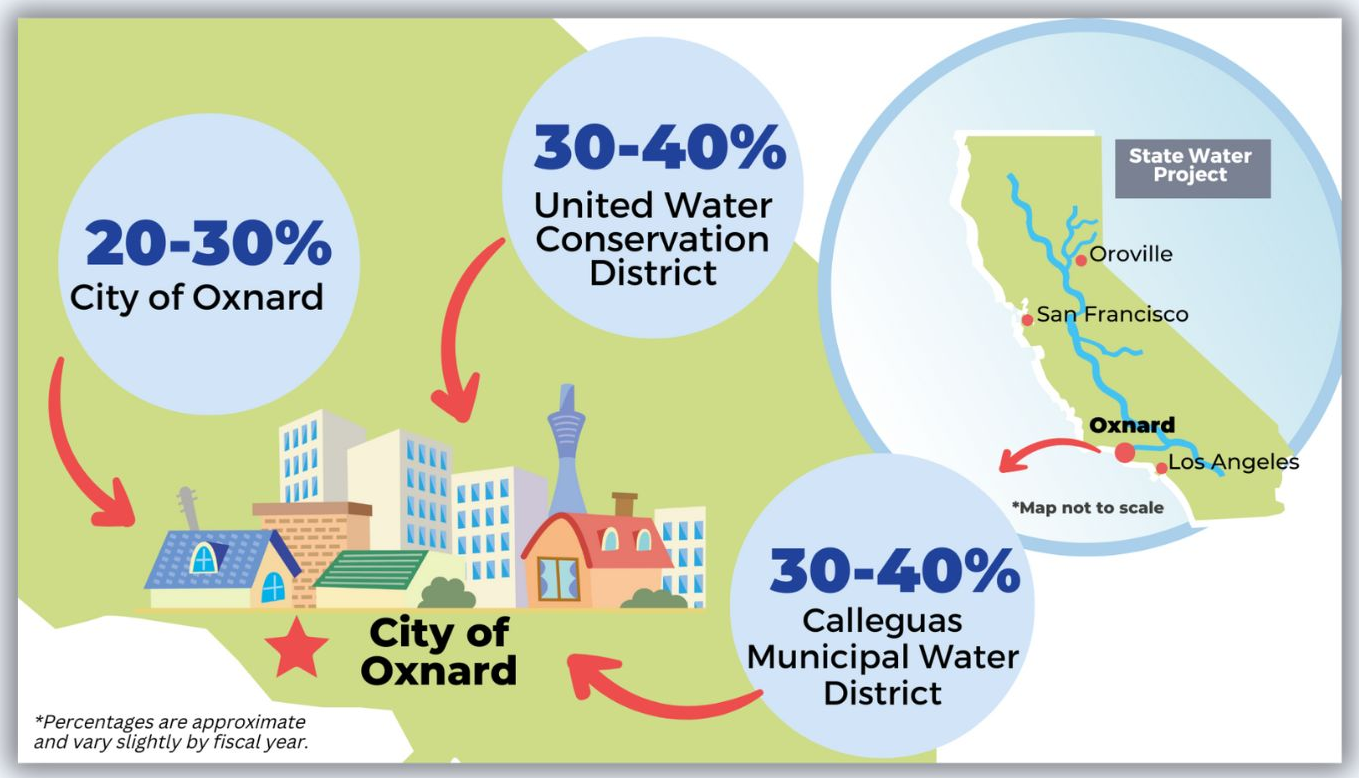
- Water
- Recycled Water
- Wastewater
- Stormwater (non-enterprise fund)
- Environmental Resources
- Golf Course

Part 2

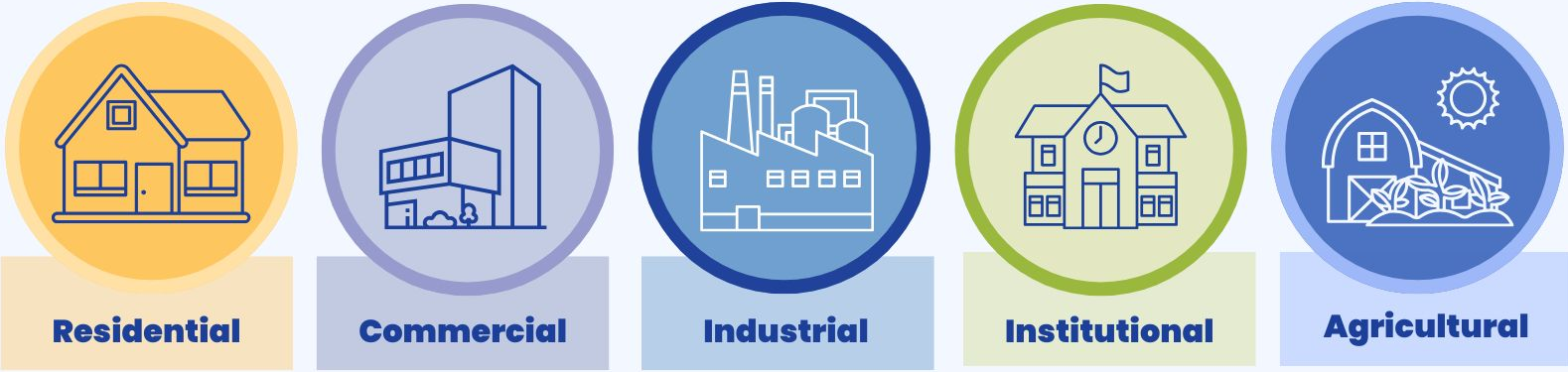
Capital Projects, Maintenance & Operations:

- Parks
- Special Districts
- Streets
- Engineering - Capital Projects
- Traffic Engineering
- Internal Service Funds - Fleet and Facilities

Water/Recycled Water Essential Services



Water/Recycled Water Essential Services



- More than **43,000** customers receive potable water services
- Approximately **85%** of these services are single and multi-family residential

Water/Recycled Water

How We Serve the Community

Critical Infrastructure - Operate, Maintain and Repair

Water Treatment Facilities

AWPF

6 Blending Stations

Groundwater Wells

Water Pipelines

Maintaining more than 500 miles of water pipelines to ensure reliable water delivery to homes and businesses

Qualified Staffing

Hiring and retaining highly skilled, qualified, and licensed staff to operate the water system

Water/Recycled Water How We Serve the Community

RELIABLE WATER

Oxnard produces and treats approximately
23 million gallons of water per day

CUSTOMER SERVICE

Staff responds to nearly **57,000**
customer service requests per year

WATER CONSERVATION OUTREACH

In Fiscal Year 2024-2025, the outreach team:

Hosted **17** educational events

Provided residents **5,452** conservation devices

Water/Recycled Water

Milestones & Accomplishments

Progress to Ensure Adequate Future Water Supply

Recycled Water Pumping Allocation (RWPA)

Maximized use of groundwater allocation
Including 500 acre-feet of Recycled Water Pumping Allocation

Groundwater Storage Framework
Partnerships with local and regional agencies

Aquifer Storage and Recovery (ASR) Demonstration Well
A component of the GREAT program, will inject recycled water into the ground to provide water supply resiliency and cost stabilization

Well Rehabilitation Projects
Rehabilitation repairs of aging infrastructure to extend the life of wells

Water/Recycled Water Milestones & Accomplishments

IN PLANNING

- AWPF IMPROVEMENTS AND EXPANSION
- ASR WELL FIELD PROJECT

IN DESIGN

- DESALTER UPGRADES
  $8 MILLION
- KAMALA AND HOBSON CAST IRON WATER PIPE REPLACEMENT
  $45 MILLION

COMPLETED PROJECTS

- ADVANCED METER INFRASTRUCTURE (AMI)
  $27.5 MILLION
- BLENDING STATIONS 3 AND 4 IMPROVEMENTS
  $780,800
- AWPF VARIABLE FREQUENCY DRIVE REPLACEMENT
  $300,000

Water/Recycled Water Challenges & Roadblocks

- **Groundwater Basin Adjudication**
- **State & Federal Regulations**
- **Weather Influences**
- **Regulatory Agencies**
- **Funding & Increased Costs**
- **CIP Program Execution Factor**

Water/Recycled Water

Community Needs & Future Priorities

Continue this priority

Ensure adequate future water supply

Capital project execution / deferred maintenance

Reliability in water sources

Economical water sources

ASR permitting

Local, State & Federal regulations

Wastewater Essential Services

Water Resource Recovery Facility (WRRF)

Treat approximately
17 million gallons
of wastewater daily

Dispose of nearly
140,000 pounds
of biosolids daily

Wastewater How We Serve the Community

Collection and treatment of wastewater from over

250,000 Customers

Including residents, businesses, schools, and industries:

- Oxnard
- Port Hueneme
- Channel Islands Beach Community Services District
- Naval Base Ventura County & Point Mugu
- Nyeland Acres & El Rio neighborhoods

400+ miles of sewer pipelines

Operate and maintain 15 lift stations

63 positions filled
(82 to be fully staffed)

Wastewater Milestones & Accomplishments

Capital improvements and studies:

STUDIES

- Ocean Outfall Conceptual Design
- Interstage Pump Station Conceptual Design
- WRRF Site Drainage
- Co-generation and Boiler
- Industrial PreTreatment Program Comprehensive Review
- PFAS in wastewater biosolids
- Sanitary Sewer Management Plan Update
- Chemically Enhanced Primary Treatment (CEPT) Pilot Study
- Food Waste Co-Digestion
- Fats, Oil and Grease (FOG)
- Emergency Response Plan Update
- Lift Station 6 Relocation
- Biosolids Master Plan

IN DESIGN

- Maintenance Building Replacement
- Effluent Pump Station Replacement
- Central Trunk Sewer Lift Station P
- Eastern Trunk Sewer Manhole Rehabilitation - Phase 2
- Digesters 1 & 3 Rehabilitation

Wastewater Milestones & Accomplishments

CONSTRUCTION BID

- Primary Clarifiers and Activated Sludge Tanks Rehabilitation
- Secondary Sedimentation Tanks Rehabilitation - Phase 2

IN CONSTRUCTION

- OWTP Reliability
- Lift Stations 1, 2, & 30 Improvements
- Eastern Trunk Sewer Manhole Rehabilitation - Phase 1
- Ventura Rd. and Rice Ave. Gravity Sewer Replacement
- Headworks Variable Frequency Drive Replacement
- Digester Cleaning

COMPLETED PROJECTS

- Central Trunk Sewer Manhole Rehabilitation
- OWTP Emergency Works
- Secondary Sedimentation Tanks Rehabilitation -Phase 1
- Fuel Station Rehabilitation

Wastewater Division Challenges & Roadblocks

- Labor Force
- CIP Program Execution
- Aging Infrastructure / Deferred Maintenance
- Regulatory Compliance
- Declining Inflows

Wastewater Community Needs & Future Priorities

Adequate staffing

Capital project execution / deferred maintenance

Improvements to help AWPF

Continue economic stability

Local, State & Federal regulations

Stormwater Division

How We Serve the Community

CATCH BASINS

2,400 catch basins citywide

Cleaned and proactively maintained every **6 months**

71,140 pounds of trash

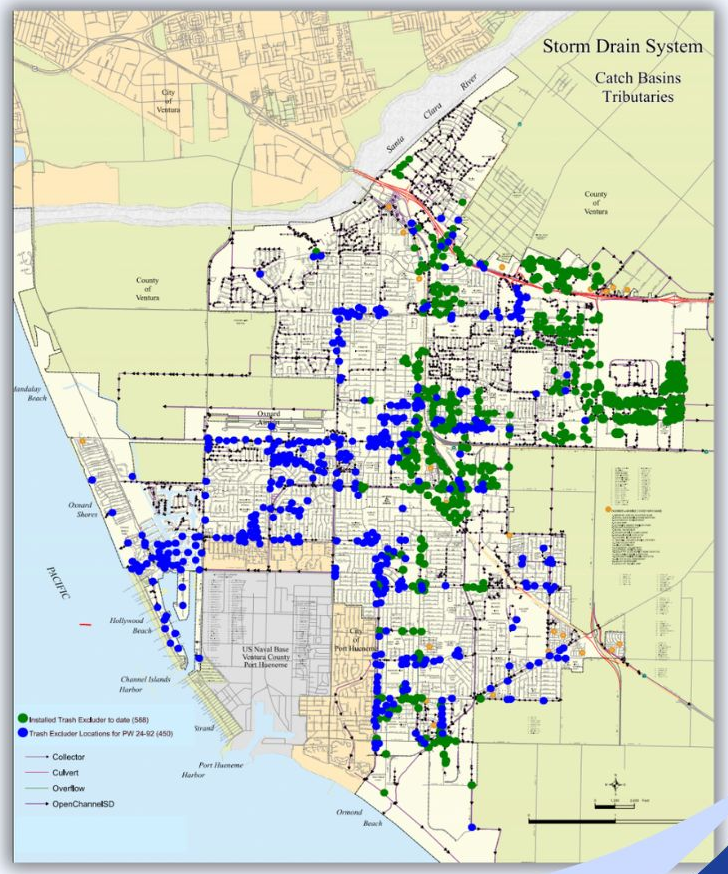
(35.57 tons) collected in stormwater channels from March 1, 2025 to August 8, 2025

FUNDING

- General Fund
- County Tax Benefit Assessment Units

PERMIT

Municipal Separate Storm Sewer System (MS4) Permit



Stormwater

How We Serve the Community

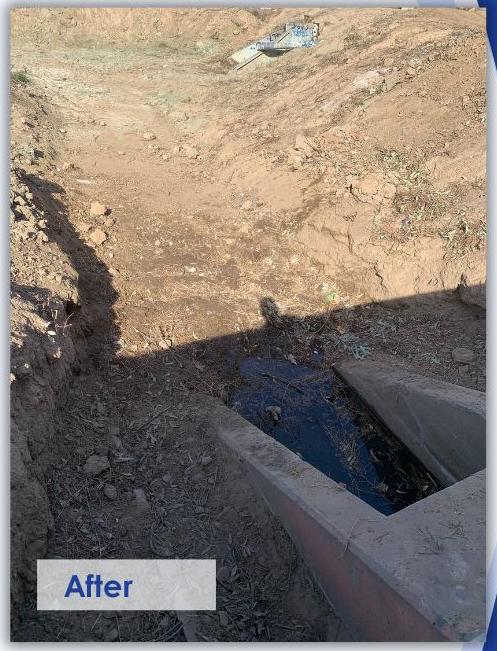
STORMWATER CHANNELS

51 miles of Stormwater channels

In Fiscal Year 2024-2025, the division provided completed maintenance* of approximately

84 miles

**some areas were cleaned more than once*



Stormwater Milestones & Accomplishments

Renewed MS4 Permit (2021)

Participation in the **Ventura Countywide Watershed Management Program**

Completed Construction

- Trash Capture Devices Project(s)
- Compliance requirements

Planning Studies

- Consultant selected for City Master Plan of Drainage
  - Last updated in 2003

Stormwater Challenges & Roadblocks

MS4 Permit

Watershed Management Program

CIP Funding

Maintenance of channels and stormdrains

Regional Coordination

Stormwater

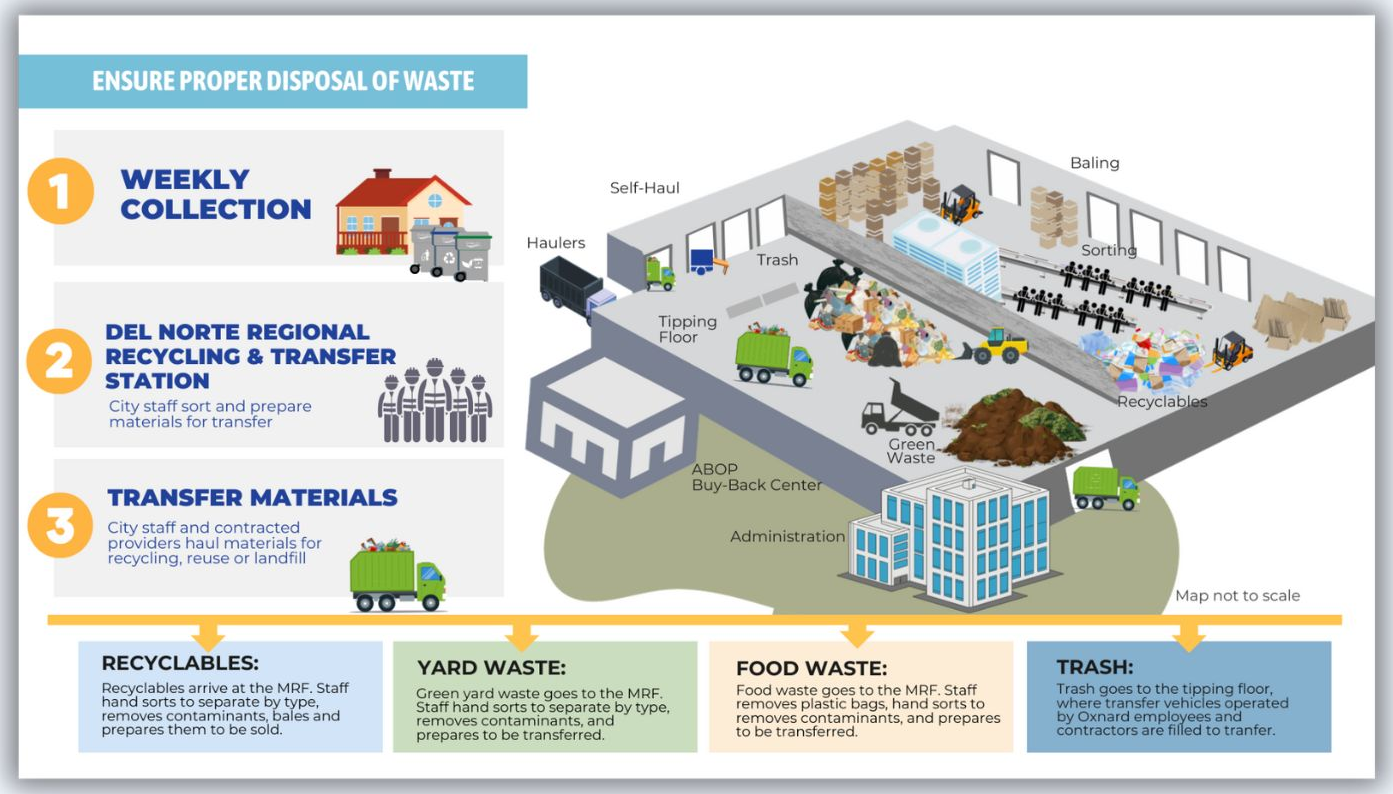
Community Needs & Future Priorities

Funding

Capital project execution / deferred maintenance

Local, State & Federal regulations

Environmental Resources Essential Services



Environmental Resources Essential Services

Reliable solid waste, recycling, and sustainability services for the City's 200,000 residents plus business customers

Collection of trash, recyclables, and green/organic waste for

41,000* residential & commercial customers

Approximately
(272,539 tons*)

545,078,000 pounds of municipal solid waste handled

Approximately
(27,095 tons*)

54,190,000 pounds of combined recycle material & organic waste

sorted/diverted from landfill

*In Fiscal Year 2024-2025

Environmental Resources Essential Services

Environmental Resources Essential Services

182 Essential Employees

Del Norte Recycling & Transfer Station

Fleet of 138 Vehicles

109 heavy-duty
29 passenger vehicles

Environmental Resources

How We Serve the Community

Outreach Education

Promote programs to engage and inform community members of appropriate services and proper disposal of materials

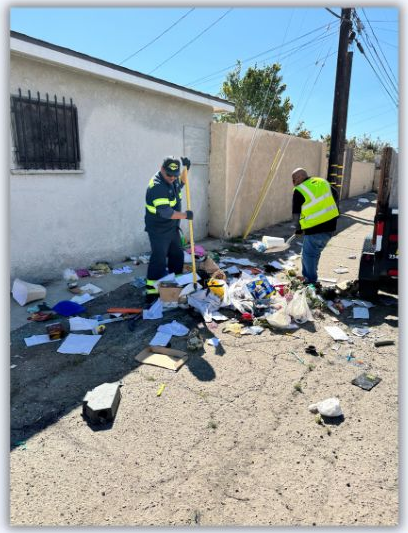
100+ educational events since 2021

25,000+ participants

Environmental Resources How We Serve the Community

The division manages the **311 Green Team program** to clean up illegal dumping throughout Oxnard.

Before...



Environmental Resources How We Serve the Community

After...

ILLEGAL DUMPING

From July 2021 - August 2025:

33,777 work orders received

9.6 million (4780.16 tons) pounds of trash cleaned

Including:

2,000 refrigerators

13,232 mattresses

Environmental Resources

Challenges & Roadblocks

Aging Facilities / Deferred Maintenance

Aging Fleet / Zero Emission Vehicles

State Mandates (unfunded)

Illegal Dumping

Customer Compliance

Environmental Resources

Community Needs & Future Priorities

- Expand illegal dumping prevention and response
- Organics and food recovery programs
- Training, apprenticeships, and retention programs
- Partnerships and grant funding opportunities
- Long-term asset management plan
- Compliance with State mandates

Golf Course Overview

River Ridge Golf Course

River Ridge Clubhouse

Victoria Lakes Golf Course

Golf Course How we serve the Community

The primary sources of revenue include:

- Green Fees
- Cart Rentals
- Driving Range
- Event Venue Rental Fees
- Food & Beverage

Golf Course Milestones & Accomplishments

FISCAL YEAR	ROUNDS	REVENUE
2019-2020	82,247	**$3,710,708**
2020-2021	120,682	**$5,582,387**
2021-2022	108,694	**$5,953,483**
2022-2023	102,931	**$6,112,460**
2023-2024	114,399	**$7,228,275**
2024-2025	105,818	**$6,705,636**

Golf Course Milestones & Accomplishments

ACTIVE/PLANNED PROJECTS

CLUBHOUSE ROOF REPLACEMENT
$1.2 MILLION

ELEVATOR REPLACEMENT

DRIVING RANGE RECONSTRUCTION

RECEPTION/EVENT SPACE ADDITION

RENOVATION OF SAND BUNKERS

PARKING LOT RENOVATION
$1 MILLION

PAINTING OF CLUBHOUSE AND LAKEHOUSE

COMPLETED PROJECTS

IRRIGATION CONTROL SYSTEM REPLACEMENT
$724,000

BRIDGE REPLACEMENT AT HOLE #18
$125,000

RESERVES

$7 MILLION

Golf Course Challenges & Roadblocks

Aged Infrastructure / Deferred Maintenance

Post Closure Landfill Regulations and Expenses

Compliance Agreement

State Approval for Projects

Vagrancy / Homeless

Golf Course Community Needs & Future Priorities

Turf reduction with water savings

Improve golf course conditions

Increase revenues by renovating driving range and new event center

CITY OF OXNARD CALIFORNIA

Questions?

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: November 3, 2025

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes of City Council for October 21, 2025.

BACKGROUND

Approval of the 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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council minutes of October 21, 2025

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 21, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:32 p.m., Mayor Pro Tem Gabe Teran presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua (participated virtually), Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Mayor Luis A. Mc Arthur was absent. The City Clerk stated that the agenda was posted on Thursday, October 9, 2025 and the amended agenda on Thursday, October 16, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Councilwoman Basua requested to participate virtually in the meeting under Government Code section 54953 due to an emergency circumstance. Councilwoman Basua suffered a sudden physical injury to her back that prevents her from attending in person. The City Council voted to allow Councilwoman Basua to participate remotely.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to grant Councilwoman Basua's request to participate remotely. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Jason Benites, Police Chief and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 4:36 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (4:30 PM)

1. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code section 54957(a))
   Consultation with: Jason Benites, Police Chief
   Legislative Body: City Council

At 5:17 p.m., the City Council reconvened in an open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department
SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report. (30 minutes)
RECOMMENDATION: That the City Council receive the OCVB Fiscal Year 24-25 Annual Report.

Brittney Hendricks, Oxnard Convention & Visitors Bureau (OCVB) President & CEO presented and stated that the vision is to lead Oxnard's travel and tourism industry in promoting and marketing the City as a leading leisure and business travel destination, with the goal of bringing major economic and social benefits to the community. Discussion ensued among the Council and OCVB President and CEO staff. No public comments were received. This is a receive and file, no action is required.

2. Housing Department
SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2025-26 (30 minutes)
RECOMMENDATION: That the City Council approve the Downtown Oxnard Improvement Association Annual Work Plan and Budget for fiscal year 2025-26.

Downtown Oxnard Improvement Association Executive Director Ramirez Magaña provided an overview of the formation of the District in which the property owners within the District boundaries pay a special assessment to fund supplemental services and improvements over and above the City's baseline services. Mr. Ramirez Magaña comment on some of the activities to enhance downtown Oxnard's brand and to encourage residents to visit downtown Oxnard.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

E. OPENING CEREMONIES (6:00 PM)

At 6:18 p.m., Mayor Pro Tem Gabe Teran presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority, Community Development Commission Successor Agency and Financing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua (participated virtually), Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Mayor Luis A. Mc Arthur was absent. The City Clerk stated that the agenda was posted on Thursday, October 9, 2025 and the amended agenda on Thursday, October 16, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Councilmember Perello.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Tim Beaman, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Jason Benites, Police Chief; Dale McAlpine, Police Commander; Jeff Pengilley, Community Development Director; Joe Pearson II, Planning Manager; Juan Carlos Torres, Associate Planner and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

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

Public comments were received from Clinton Tatum and Mrs. Tatum (proposed housing at former Sunkist Plant in La Colonia); Carolina Gallardo-Magana and Sofia Vega (recent ICE incident); Alicia Percell (October 7th motions); Marvin Boos (landscaping); Greg Runyon (various issues); and Sarah Wilczewski (support for legal defense and upcoming training).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on 1) Halloween float tours; 2) upcoming park lights workshop; 3) November 1st free Del Norte drop off day; 4) Councilwoman Perez commented on Voices of Oxnard Youth program; 5) Mayor Pro Tem commented on Naloxone dispensers installation at the Service Center, Oxnard Main Library, South Oxnard Library and Oxnard Transit Center; 6) National Planning month; and 7) Code Enforcement Appreciation Week.

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding various activities.

Councilman Starr requested: 1) we look into joining an amicus brief with the City of Huntington Beach regarding SB 89 land use and 2) staff look into moving City vehicles from the parking structure to the upper floors to allow more parking on the lower level for individuals who are disabled.

1. City Clerk Department
   SUBJECT: 2026 Regular Meeting Schedule for Legislative Bodies. (5 minutes)
   RECOMMENDATION: That the City Council adopt the proposed regular meeting dates for the calendar year 2026.

(This item did not originate in Committee.)

The City Clerk presented and was available to answer questions. No public comments were received.

It was moved by Councilwoman Rodriguez, seconded by Councilman Starr, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-2 and L-5 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the regular meeting minutes for October 7, 2025.

2. Community Development Department
SUBJECT: Downtown Parking In Lieu Fee Agreement with Haven No. 8, LLC dba Haven (220 South A Street) for payment terms.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Haven No. 8, LLC dba Haven ("Haven") {A-8600} in the amount of $100,000 for downtown in-lieu parking fee payments over a one-year period.

(This item did not originate in Committee.)

3. Finance Department
SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements, and Fund Balances.
RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of August 2025.

(This item did not originate in Committee.)

5. Police Department
SUBJECT: Memorandum of Agreement with the Oxnard Community K9 Foundation, and Acceptance of Equipment in the Amount of $37,644.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Donation Agreement with the Oxnard Community K-9 Foundation (A-8599) to accept a donation of a 2021 Mercedes-Benz Sprinter Crew Van for use by the Oxnard Police Department's K-9 Unit; and
2. Approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation (A-8599) relating to the City's use of the same.

(This item did not originate in Committee.)

6. Police Department
SUBJECT: Removed from the agenda.

7. Public Works Department
SUBJECT: Public Project Agreement 32600123 with NoHo Constructors for Del Sol Park Improvements Phase I Project Specification No. PW 24-14.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $378,190.00 in Project funds for the Del Sol Park Improvements - Phase I , Specification No. PW 24-14;
2. The Mayor to Execute an Agreement with NoHo Constructors in the amount of $290,915.00 for the Project and approve a Project contingency amount of $58,183.00 (20%) with NoHo Constructors for a total not to exceed value of $349,098 for the Project; and
3. A Project allocation amount of $29,092.00 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

8. Public Works Department
SUBJECT: Agreement 32600117 with Griffin Structures, Inc. for the Oxnard Police Department Facilities Planning and Feasibility Study, Specification #25-129.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Griffin Structures, Inc. for a total contract amount not to exceed $250,000 with a term of six months from November 3, 2025, and ending on May 2, 2026, with the option of one consecutive six-month term extension ending November 2, 2026, for the development of the Oxnard Police Department Facilities Planning and Feasibility Study for the Engineering Division.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement program budget, which was previously approved by the City Council.)

9. Public Works Department
SUBJECT: Second Amendment to Professional Services Agreement 32400346 with Huitt-Zollars, Inc. for the 4th Street Mobility Improvements and Downtown Bus Stop Improvements Projects.
RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to an Agreement with Huitt-Zollars, Inc. in the amount of $33,969.64 for a new, not-to-exceed agreement value of $806,023.11 and extend the term to June 30, 2028, for the purpose of providing bid and construction phase assistance for the 4th Street Mobility Improvements Project (C2204); and
2. A project budget appropriation of $74,152 from the available fund balance in the Mobility Fee Fund (Fund 350, subfund 8055) to the 4th Street Mobility Improvement Project (C2204) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program (CIP) budget, which was previously approved by the City Council.)

Consent Item Nos. L-1, L-3*, L-6, L-7, L-8 and L-9
It was moved by Councilwoman Perez, seconded by Councilwoman Rodriguez, to approve the Information/Consent items as presented. VOTE: Perez, Rodriguez, Starr, Basua, Perello and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

Consent Item No. L-2

The Community Development Director presented and was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve Information/Consent L-2 as presented. VOTE: Rodriguez, Starr, Basua, Perello, Perez and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

Consent Item No. L-5
The Police Chief and Commander McAlpine presented and were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve Information/Consent Item L-5 as presented. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

*Consent Item No. L-3 is a receive and file, no action was required.

OXNARD HOUSING AUTHORITY, COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND FINANCING AUTHORITY
At 7:40 p.m., the joint meeting with the Oxnard Housing Authority, Community Development Commission Successor Agency and Financing Authority concluded.

M. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Zone Text Amendment (Permit No. 25-580-01) to allow Agricultural and Construction Vehicles Sales and Incidental Repair and Service uses in the Heavy Manufacturing (M-2) Zone (20 minutes).
RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Zone Text Amendment to Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163 for properties located within the City of Oxnard zoned Heavy Manufacturing; and
2. Find the Zone Text Amendment to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(C)(2) & (3) (Preliminary Review) and 15061(b)(3) (Review for Exemption); and,
3. Approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3069** titled: "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE THE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003".

(This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper on October 2, 2025 and stated there were no written communication received.

Councilmembers reported on the ex parte communications received on this item.

The Planning Manager presented and was available to answer questions. Hollee King Winegar, applicant for Todd Industrial Park is in full support of staff's recommendation.

Mayor Pro Tem Teran opened the public testimony portion of the public hearing.

No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; motion carried 6-0-1. Mayor Mc Arthur was absent.

N. REPORTS

1. Information Technology Department
SUBJECT: Purchasing Authorization - Compuwave Inc. (10 minutes)
RECOMMENDATION: 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.

(Finance & Governance Committee approved 3-0 on September 23, 2025.)

No public comments were received.

It was moved by Councilmember Perello, seconded by Councilman Starr, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; motion carried 6-0-1. Mayor Mc Arthur was absent.

2. Information Technology Department
SUBJECT: Purchasing Authorization - Insight Public Sector Inc. (10 minutes)
RECOMMENDATION: 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.

(Finance & Governance Committee approved 3-0 on September 23, 2025.)

No public comments were received.

It was moved by Councilman Starr, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Basua, Perello and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

3. Public Works Department
SUBJECT: Agreement 32600054 with Badger Meter, Inc. for BEACON Software as a Service. (10 minutes)
RECOMMENDATION: The City Council approve and authorize the Mayor to execute an Agreement with Badger Meter, Inc. in the amount not to exceed $1,627,436.40 for a five-year term from November 1, 2025, to October 31, 2030, for BEACON Software as a Service (SaaS) cellular service unit.

(This item did not originate in Committee because it is a continuation of a previous item approved by the City Council on October 19, 2021.)

No public comments were received.

It was moved by Councilwoman Perez, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Rodriguez, Starr, Basua, Perello, Perez and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

4. Public Works Department
SUBJECT: Golf Operations Year-End Final Report and Fiscal Year 2024-25 Budget Appropriations. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize an appropriation in an amount up to $280,838 for additional FY 2024-25 expenses from the Golf Course Operating Fund (651).

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on December 17, 2024.)

Assistant Public Works Director Howlett presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the recommended action. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

5. Public Works Department

SUBJECT: Public Project Agreement 32600135 with GSE Construction Company, Inc. for Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of $2,995,711 in Project funds for the Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134;
2. The Mayor to Execute an Agreement with GSE Construction Company, Inc. in the amount of $2,496,425 for the Project and approve a Project contingency amount of $249,643 (~10%) with GSE Construction Company, Inc. for a total not to exceed value of $2,746,068 for the Project; and
3. A Project allocation amount of $249,643 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Assistant Public Works Director Beaman presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilman Starr, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Teran adjourned the meeting at 8:23 p.m.

LOURDES A. LÓPEZ City Clerk	GABE TERAN Mayor Pro Tem

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: November 3, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Zone Text Amendment (Permit No. 25-580-01) to allow Agricultural and Construction Vehicles Sales and Incidental Repair and Service uses in the Heavy Manufacturing (M-2) Zone.

RECOMMENDATION

That the City Council adopt Ordinance No. 3069 titled "Ordinance of the City Council of the City of Oxnard Approving Planning And Zoning Permit No. 25-580-01 for a Zone Text Amendment to the Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163, for properties located within the City of Oxnard Zoned Heavy Manufacturing. Filed by Julie McCaslin, Todd Industrial Park (the "Applicant"), 5755 Valentine Road, Suite 203, Ventura, California 93003."

(This item did not originate in Committee.)

BACKGROUND

Ordinance No. 3069 was introduced to the City Council at its October 21, 2025, meeting. Following a public hearing, the Council voted in favor of the Zone Text Amendment and introduced the ordinance, with a vote of 6-0 for first reading by title only, waiving further reading. If adopted by Council on November 3, 2025, the ordinance will take effect thirty days thereafter.

The project was heard by the Planning Commission on August 7, 2025. The Planning Commission took action and recommended approval of the ordinance with a 5 (in favor) - 0 (against), with one commissioner absent.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no fiscal impact associated with this agenda item.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission (PC), therefore this item did not originate in Committee.

Prepared by: Juan Carlos Torres, Associate Planner

ATTACHMENTS

1. October 21, 2025, City Council Staff Report (without Attachments)

2. Ordinance Approving Zone Text Amendment (PZ No. 25-580-01)

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: October 21, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Zone Text Amendment (Permit No. 25-580-01) to allow Agricultural and Construction Vehicles Sales and Incidental Repair and Service uses in the Heavy Manufacturing (M-2) Zone (20 minutes).

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Zone Text Amendment to Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163 for properties located within the City of Oxnard zoned Heavy Manufacturing; and
2. Find the Zone Text Amendment to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(C)(2) & (3) (Preliminary Review) and 15061(b)(3) (Review for Exemption); and,
3. Approve the first reading by title only and waive further reading of the proposed Ordinance titled: "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE THE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003".

(This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee.)

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-pKU-SFSL8c

BACKGROUND

The applicant requests a Zone Text Amendment (ZTA) to allow the "Agricultural and Construction Vehicles Sales with Incidental Repair and Service" use in the Heavy Manufacturing (M-2) zone with the approval of a Development Design Review (DDR) permit. A DDR permit is an administrative-level discretionary review which is subject to approval by the Community Development Director. A DDR is required for all new buildings or structures, unless another permit is required. A DDR is also required for some uses. For the purposes of this staff report, the foregoing project description shall be referred to as the "Project ". The project was filed by the Julie McCaslin, Todd Industrial Park (the "Applicant"), 5755 Valentine Road, suite 203, Ventura California 93003.

The Planning Commission (PC) reviewed and recommended Council approval of the subject Zone Text Amendment (ZTA) on August 7, 2025, no questions were raised by the Commissioners. The final motion carried 5 (in favor) - 0

(against), with one commissioner absent.

DISCUSSION

Zone Text Amendment

This Zone Text Amendment would be applicable to all areas zoned Heavy Manufacturing (M-2), which are generally located within the industrial areas south of Fifth Street, east of Commercial Avenue, west of Rose Avenue and north of Wooley Road; for areas south of McWane Boulevard and west of Edison Road; and for areas north of Fifth Street, south of Sturgis Road, east and west of Del Norte Road (see Attachment 2). There are approximately 29 Parcels zoned M-2 within the City Limits.

General Plan Consistency

The proposed Project does not conflict with the General Plan Land use, goals, and policies. The General Plan designation for the areas in which the zone text amendment is being proposed is Industrial Heavy and Central Industrial Area. The Industrial Heavy and Central Industrial Area land use designations are primarily categorized for outdoor industrial uses and or for uses within specialized structures that may involve transportation, storage, or use of hazardous materials. The proposed zone text amendment will be consistent and compatible with the City's General Plan Land Use designation as the proposed land uses consists of outdoor display of large agricultural and construction equipment, sales, and other ancillary services similar in kind to the existing land uses established in the Industrial Heavy and Central Industrial Area Land Use designations.

Zoning Consistency

The proposed Zone Text Amendment is consistent with the purpose and intent of the M-2 Zone: "The purpose of the M-2 Zone is to provide areas for industrial uses that are primarily outdoor and/or within specialized structures that may involve general manufacturing, processing, and/or fabrication activities, including outdoor storage and manufacturing, that are specifically excluded from other industrial zones and which do not require highly restrictive performance and development standards in regard to adjoining uses." (Oxnard City Code (OCC)16-660) In addition, this use is similar to other permissible uses currently allowed in the M-2 zone such as marine equipment sales with incidental repair and service, mobile home sales and display, vehicle service stations, and freight classification yard, including truck and bus storage.

The amendment to OCC Chapter 16, Article III, Division 11, Section 16-163 Industrial Land Use by Zone: Industrial Land Use Matrix, would allow for the sales of agricultural and construction equipment such as heavy duty agricultural tractors, large equipment agricultural attachments, plate compactors, large construction bulldozers, trenchers, tractor loaders, motor graders loaders, and crane trucks in large industrial areas suitable for the size of the vehicles and equipment in the M-2 zone. For more information regarding the Industrial Land Use Matrix, please refer to Attachment 5, Exhibit A, of the proposed City Council Ordinance.

Environmental Review

In accordance with Sections 15060 (Preliminary Review) and 15061 (Review for Exemption) of the California Environmental Quality Act (CEQA) Guidelines, the proposed ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA. Furthermore, the proposed project activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment because no development is being proposed as part of the ZTA and any future development will be reviewed in accordance with the State CEQA Guidelines and City's adopted CEQA thresholds requirements. On August 7, 2025, the Planning Commission found the Project exempt from CEQA and approved this item 5-0 (with one commissioner absent).

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no fiscal impact associated with this agenda item.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission (PC), therefore this item did not originate in Committee. During the Commission's public hearing on August 7, 2025, no questions were raised by the Commissioners.

Following the deliberation, the Commission adopted Resolution No. 2025-21 recommending the City Council approve Planning and Zoning Permit No. 25-580-01 for a Zone Text Amendment, subject to certain findings (Attachment 3).

The Planning Commission meeting can be viewed online at the following link: August 7, 2025 - https://youtu.be/gsC0EfwchqI

The final motion carried 5 (in favor) - 0 (against), with one commissioner absent.

Attachment 3 reflects the Commission's recommended action to the City Council.

Prepared by: Juan Carlos Torres, Associate Planner

ATTACHMENTS

1. August 7, 2025, PC Staff Report-(without Attachments)
2. Map of Existing M-2 Zones-City Wide
3. Planning Commission Zone Text Amendment Resolution 2025-21
4. Notice of Exemption
5. City Council Ordinance
6. City Council Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3069

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003.

WHEREAS, the City Council of the City of Oxnard has considered the proposed a Zone Text Amendment "ZTA" (Exhibit A) to allow "Agricultural and Construction Vehicles Sales with Incidental Repair and Service" use to OCC Chapter 16, Article III, Division 11, Section 16-163 (Industrial Land Uses by Zone: Industrial Land Uses Matrix) for areas Zoned Heavy Manufacturing (M-2) as a permitted use with the approval of a Development Design Review; and

WHEREAS, Todd Industrial Park filed, Applicant, filed a Zone Text Amendment (PZ 25-580-01) to allow "Agricultural and Construction Vehicles Sales with Incidental Repair and Service for areas Zoned Heavy Manufacturing (M-2); and

WHEREAS, the City Council finds that the Project in accordance with the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 7, 2025, and received and reviewed written and oral comments; and

WHEREAS, Section 16-581 of the Oxnard City Code authorizes the Planning Commission to recommend the action to be taken by the City Council on the application for a Zone Text Amendment; and

WHEREAS, the City Council held a duly noticed public hearing on October 21, 2025, and received and reviewed written and oral comments; and

WHEREAS, the City Council finds, the proposed ZTA would be consistent with the land uses and development anticipated by the 2030 General Plan; and

WHEREAS, the City Council finds, the adoption of the ZTA would be a reasonable exercise of the City's Policy powers to ensure the continued health, safety, and welfare of the public by clarifying the implementation procedures of industrial zones throughout the City of Oxnard; and

WHEREAS, the City Council finds, the proposed ZTA is in the public interest and reflects the input from residents, decision-makers, and other stakeholders in the community. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety, or general welfare of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Industrial Zone Text Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Industrial Zone Text Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council determines that the Industrial Zone Text Amendment is in the best interests and welfare of the City and its residents.

SECTION 5. In adopting this ordinance for the Zone Text Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) because the Zone Text Amendment is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

SECTION 6. The City Council hereby approves Planning and Zoning Permit No. 25-580-01 (Zone Text Amendment), attached hereto as Exhibit A and incorporated herein by reference as recommended by the Planning Commission.

SECTION 7. Except as expressly amended herein, the Oxnard City Code shall remain in full force and effect.

SECTION 8. Pursuant to Government Code Section 36933(c)(1), the City Attorney was

designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 9. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3069 was first read on October 21, 2025, and finally adopted on November 3, 2025, to become effective thirty days thereafter.

APPROVED AND ADOPTED this 3rd day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Exhibit A:
Zone Text Amendment to allow "Agricultural and Construction Vehicles Sales with Incidental Repairs and Service Use to Heavy Manufacturing (M-2) Zone:

Section 16-163. Industrial Land Uses by Zone: Industrial Land Use Matrix of the Oxnard City Code is hereby amended to allow Agricultural and construction vehicle sales with incidental repair and service in the Heavy Manufacturing (M-2) Zone under a Development Design Review Permit read as follows (new text underlined and highlighted in yellow):

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table.

Industrial Land Use Matrix						
Key: Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance) SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	***Zone District***					
	CM	BRP	M-L	M-1	M-2	Notes
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities	P	P	P	P	P	
Administrative, financial, professional, medical, and general office services	P	P	SUP			
Adult businesses, except adult motels		P	P	P	P	Refer to section 16-337
Adult day care facilities	P	P				

Adult motels	P					Refer to section 16-336
Agricultural and construction vehicle sales with incidental repair and service	SUP		DDR	DDR	DDR	
Agricultural, limited to growing of crops	P	P	P	P	P	
Aircraft modification, storage, repair, and maintenance				P	P	
Aircraft sales	P	P	P	P		
Alcohol sales: on-site, off-site, and wine tasting	SUP	SUP	SUP	SUP		
Ambulance base facilities	P	P	P	P	P	
Appliance repairs	P		P	P		
Asphalt or concrete manufacture or refining					DDR	
Assembly or repair of small electrical and electronic equipment	P		P	P		
Assisted living residential facility		SUP				
Auction houses	P	P	P	P	P	
Boat building and repair				P	P	
Boiler repair and maintenance				P	P	
Book binding	P	P	P	P	P	
Bottling/canning plants			P	P	P	
Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		

Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, large (more than 2 million barrels)				DDR	DDR	
Brick, tile, or terra cotta manufacture				DDR	DDR	
Business furniture, supplies, and equipment sales	P	P	P			
Cabinet or carpenter shops	P		P	P	P	
Cafeterias accessory to permitted uses for the convenience of persons employed on the premises		P	P	P	P	
Carpet, rug, and dry-cleaning plants	P		P	P	P	
Cement, glass, lime, gypsum, or plaster manufacture					DDR	
Ceramic products	P		P	P	P	
Children s day care facility serving more than 15 children	SUP	SUP				
Churches	SUP	SUP	SUP	SUP	SUP	Refer to section 16-162(B)
Coffee shops, cafes	P	P	DDR	DDR	DDR	
Cold storage facilities including agricultural freezers and ice production and sales			P	P	P	
Commercial and retail uses	P	DDR	DDR	DDR		Refer to section 16-171
Commercial Cannabis Activities						

Cultivation		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Distribution		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Manufacturing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Retail		SUP				Refer to sections 11-473 and 16-173
Testing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager	DDR	DDR	DDR	DDR		
Computer and business machine sales and service	P	P	P			
Convenience markets and drugstores	P	DDR				

Corporate training and professional development facilities including ancillary outdoor activities	P	P	P	P	P	
Day care facilities accessory to industrial uses		DDR	DDR	DDR		
Day care facilities (over 12 children) as a principal use	DDR	DDR				
Distribution, warehousing, and wholesaling	P	P	P	P	P	
Drive-through services	SUP	SUP	SUP			
Drop forge industries					DDR	
Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use	DDR		DDR	DDR	DDR	
Electric motor rebuilding	P		P	P	P	
Electrical and lighting supply	P		P			
Electronic and computer repair	P	P	P			
Emergency shelter for families	SUP		P			
Emergency shelter, permanent	SUP		P			
Emergency shelter, temporary	SUP		P			
Employment agencies	P	P				
Energy generation, distribution, storage, and support facilities, including electrical and gas utilities	SUP	SUP	SUP	SUP	DDR	
Explosives, manufacture or storage					DDR	
Farmworker housing	SUP		P	P	P	
Feed sales	P		P	P		
Fertilizer manufacture					DDR	

Firearm and ammunition sales			SUP			Refer to Chapter 16, Division 19
Fish smoking, processing, curing, or canning				DDR	DDR	
Florists	P	P				
Freight classification yard, including truck and bus storage and maintenance				DDR	P	
Furniture manufacture and assembly	P		P	P	P	
Furniture upholstery shops	P		P	P		
Garbage, offal, or dead animal reduction or dumping					P	
Garment manufacturing		P	P	P	P	
Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases					DDR	
General office, including legal, professional, medical, consulting, or similar	P	P				
Indoor firearm range			SUP			Refer to Chapter 16, Division 20
Iron, steel, brass, or copper foundry or fabrication plant				SUP	DDR	
Kennels and animal boarding	DDR		DDR	DDR	DDR	
Kennel day care	P		P	P	P	
Laboratories, research only		P	P			
Laundry, commercial	P		P	P	P	

Light metal fabrication (for example, sheet metal, wrought iron, and the like)	P		P	P	P	
Lumber yards with incidental sales of building and hardware supplies (outside storage)	SUP			SUP	P	
Machine shops	P		P	P	P	
Manufacture and assembly of electrical and electronic instruments, devices, and components	P	P	P	P	P	
Manufacturing and maintenance of electric neon signs	P		P	P	P	
Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather			P	P	P	
Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey			P	P	P	
Marine equipment sales with incidental repair and service	P		P	P	P	
Medical product sales	P	P	P			
Medical: hospitals and medical centers		SUP				
Metals recycling and storage, including sales				SUP	DDR	
Mini-warehouses and self-storage facilities	SUP		SUP	SUP	SUP	Refer to Resolution No. 6446
Mobile home sales and display	DDR		DDR	DDR	DDR	

Motels, hotels, and convention facilities	SUP	SUP				
Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section 16-420		SUP				
Off-site non-accessory signs or billboards					SUP	Refer to section 16-608(G)
Oilcloth or linoleum manufacture					P	
Outdoor storage or assembly as a primary use					SUP	
Outdoor storage, incidental/accessory to uses otherwise permitted			DDR	DDR	DDR	
Paint, oil, shellac, turpentine, and varnish manufacture					DDR	
Paper and pulp manufacture					DDR	
Pawnshops	SUP					
Petroleum bulk plants and distribution				SUP	DDR	
Petroleum refining					DDR	
Photographic studios and services	P	P	P			
Planning mills				SUP	DDR	
Plastic manufacture				P	P	
Plumbing supply	P		P	P		
Printing shop, lithographing, photocopying, blueprinting, and publishing	P	P	P	P	P	

Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products	P	P	P	P	P	
Public service uses - communications, fire and police, water, and other governmental or public facilities	DDR	DDR	DDR	DDR	DDR	
Radio or television broadcasting station	P	P	P	P	P	
Railroad support services				SUP	DDR	
Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building				DDR	DDR	
Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials	DDR		DDR	DDR	DDR	
Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing. Outdoor bin storage allowed for the collection of recycled materials				SUP	SUP	

Refrigeration and air conditioning repair and service	P		P	P	P	
Research and development, experimental or developmental laboratories		P	P	P	P	
Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics		P				
Restaurants and delicatessens	P	P	P	DDR	DDR	
Rock crusher or distribution of rock, sand, or gravel					DDR	
Sale of building and hardware supplies within a building	P		P	P	P	
Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings		SUP				
Stationery and office supplies	P	P				
Supportive housing	SUP					
Taxidermist	P		P	P		
Textiles manufacturing			P	P	P	
Trade schools, public and private schools and colleges, dance, and performing arts studios	P	P	DDR			

Transitional housing	SUP					
Vehicle assembly				SUP	DDR	
Vehicle and equipment dismantling and recycling, including sale of parts and vehicles					SUP	
Vehicle rental agencies	DDR	DDR	DDR			
Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstering	P		P	P	P	
Vehicle service stations	SUP	SUP	SUP	SUP	DDR	
Vehicle storage				SUP	SUP	
Veterinarians with on-site kennels	DDR		DDR	DDR	DDR	
Veterinarians with no on-site kennels	P		P	P	P	
Welding shops			P	P	P	
Wine production facility			SUP	P	P	
Wine tasting with or without cafes		SUP	SUP	SUP		

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: November 3, 2025

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Resolution Authorizing the Library Manager to Approve the Library Collection Development Policy Pursuant to AB 1825 (Freedom to Read Act).

RECOMMENDATION

That the City Council adopt a resolution authorizing the Library Manager to approve the Oxnard Public Library's Collection Development Policy to ensure compliance with AB 1825 (Freedom to Read Act) prior to the December 31, 2025 state deadline.

This recommendation is made as an interim administrative action while the City completes the process of recruiting, reviewing and appointing members to the newly reestablished Library Board in accordance with state library law.

BACKGROUND

On February 21, 2025, the California Attorney General issued an opinion clarifying that the Oxnard Library Board must be a separate five-member body and the seven-member City Council may not serve as the Oxnard Library Board. In response, City staff drafted an ordinance for Council consideration to bring Oxnard into compliance with state library law.

In Spring 2025, the Community Services, Public Safety, Housing, and Economic Development Committee reviewed and approved the Oxnard Library Board ordinance, which the City Council then adopted. The ordinance (No. 3059) took effect on May 25, 2025, formally reestablishing a five-member Library Board to be appointed by the Mayor and approved by the City Council.

During this period, staff were aware of the requirement to adopt a state-mandated Library Collection Development Policy by the end of 2025. However, the issue was not raised during the Council's discussion of the Library Board ordinance, as the focus was primarily on reestablishing the Board's to meet the Attorney General's requirements. At that time, staff anticipated that six months would provide sufficient time to appoint Library Board members and complete the required policy review.

As the appointment process continues, it has taken longer than initially anticipated due to the need to coordinate schedules, review applications, and recruit additional candidates. As a result, it is unlikely the Library Board will convene in time to review the policy prior to the state deadline. To ensure the City's compliance with state law, the City Council may designate the Library Manager to perform the administrative action of approving the policy until the new Library Board is formally seated and can review the policy.

DISCUSSION

State Mandate and Compliance Requirements

Assembly Bill (AB) 1825, the "Freedom to Read Act," was designed to safeguard public access to information and ensure

the diverse viewpoints of the community are reflected in the library collection. It was signed into law on September 29, 2024, and requires all California public libraries to adopt and publicly post a Collection Development Policy that includes guidance in the selection and deselection of library materials, and creates the ability for the public to submit requests for reconsideration of materials. Overall, the policy serves to protect equitable access to information and protect the public's right to read and access diverse materials. This policy must be approved by the local jurisdiction and submitted to the California State Library by December 31, 2025.

The City's current Collection Development Policy, which was adopted in 1992, required updates to be compliant with AB 1825, including:

- Updating our reconsideration process, which allows public input on items, and language protecting libraries,
- Adding required language from AB 1825,
- Updating the scope of what is provided in the library collection,
- Updating the selection policy to include current 21st century standards,
- Informing staff and public on deselection standards, which is the process of removing items from the collection due to condition, age, or accuracy of the information, and
- Updating sections on current media, donations and patron request updates.

The attached updated Collection Development Policy was approved by both the City Attorney's Office and the California State Library in September 2025 in an effort to expedite the shortened approval timeframe.

Because the Library Board has not yet been appointed, staff consulted with the California State Library, which confirmed that the City Council may designate the Library Manager to approve the policy. This process will satisfy AB 1825 requirements, as the State's focus is on ensuring compliance statewide rather than overseeing the local approval process.

Interim Administrative Approval

As the City continues the process of reestablishing the Library Board, staff recommends that the Library Manager be authorized to approve the policy on behalf of the City. This allows the City to meet the AB 1825 deadline and remain in compliance with state law, while also allowing the Library Board to review and reaffirm the policy once they are appointed.

Consequences of Noncompliance

Failure to meet the December 31, 2025, deadline will result in financial losses, including:

- Loss of State Library E-rate Program Funding: The program covers 90% of Oxnard Public Library's internet costs. Without E-rate, annual costs would increase by approximately $62,802.22, requiring the library to pay 100% of all internet, Wi-Fi, and equipment upgrade expenses.
- Loss of State and Federal Grant Eligibility: Noncompliance would make the City ineligible for library-related grants, including Lunch at the Library, Library Services and Technology Act (LSTA) funds, Sustainability Grants, and professional development opportunities. The California State Library has confirmed there are no extensions to the AB 1825 deadline.

Status of Library Board Appointments

Since the Library Board ordinance took effect in May 2025, Library staff have actively recruited board applicants through postings at library branches, promotion on the City's website and social media, and coordination with the City Clerk's and City Manager's offices to identify and confirm eligible candidates.

As of June 2025, eight (8) applications have been received, and six (6) were deemed eligible. These were submitted to the Mayor for review on June 30 and were followed by a discussion of the applications with the Mayor and staff in mid-August. As of October 2025, the City is waiting for additional candidate applications before finalizing appointments, and staff are working with the Mayor's office to expedite this process.

As the appointment process continues, the authorization of the Library Manager's approval of the Oxnard Public Library's Collection Development Policy will ensure compliance with AB 1825 prior to the December 31, 2025 state deadline while also allowing the Board to review it in the future.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts improve their quality of life.

FINANCIAL IMPACT

Failure to comply with AB 1825 would result in an annual financial loss of approximately $62,802.22 in State Library E-rate funds and disqualify the Oxnard Public Library from all state and federal grant opportunities. Adoption of this resolution has no direct financial cost to the City and will prevent significant future losses.

COMMITTEE OUTCOME

This item did not originate in Committee, as it is subject to external state deadlines with significant financial impact and limited time for response. Staff made the determination to bypass committee review in accordance with Resolution No. 15,286.

Prepared by: Kathleen Ashmore, Library Manager

ATTACHMENTS

1. Resolution_ Library Collection Development Policy
2. OPL Collection Development Policy

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE LIBRARY MANAGER TO APPROVE THE LIBRARY COLLECTION DEVELOPMENT POLICY IN COMPLIANCE WITH AB 1825

WHEREAS, AB 1825, the "Freedom to Read Act," passed on September 29, 2024, mandating that all California public libraries adopt a Collection Development Policy (the "Policy") meeting specific requirements by December 31, 2025, to be approved through the local policy approval process, approved by the California State Library, and publicly posted; and

WHEREAS, the Policy requirements ensure that the library's collection meets the broad and diverse interests of the community and respects both the library's autonomy and specific community needs; that the library serves as a center for voluntary inquiry and the dissemination of information and ideas; that library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole; and that the right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences is acknowledged; and

WHEREAS, on February 21, 2025, the California Attorney General issued an opinion clarifying that the Oxnard Library Board must be a separate five-member body, independent from the City Council; and

WHEREAS, in response to the Attorney General opinion, in Spring 2025, the City Council adopted Ordinance No. 3059, effective May 25, 2025, which reestablished a five-member Library Board to be appointed by the Mayor and approved by the City Council; and

WHEREAS, unforeseen delays in the recruitment process for the Library Board have prevented the Board from being fully constituted and operational in time to review and approve the Policy by the December 31, 2025 deadline; and

WHEREAS, noncompliance with AB 1825 by the deadline could result in the loss of E-rate Program funds, increasing annual internet costs for Oxnard Public Library, and loss of eligibility for state and federal grants, such as Lunch at the Library, Library Services and Technology Act grants, Sustainability grants, and other library-related funding; and

WHEREAS, the California State Library has confirmed that, in the absence of an active Library Board, a City Council resolution authorizing the Library Manager to approve the Policy satisfies the requirements of AB 1825, provided the policy meets the mandated criteria; and

WHEREAS, once seated, the Library Board will have the opportunity to review and reaffirm the Policy; and

WHEREAS, to ensure compliance with AB 1825, it is necessary for the City Council to authorize the Library Manager to approve the Policy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Library Manager is hereby authorized to approve the Policy, attached hereto as **Exhibit A** and incorporated herein by this reference, in compliance with the requirements of AB 1825, the "Freedom to Read Act," to ensure the Policy is submitted to the California State Library and publicly posted by December 31, 2025.

Section 2. City staff shall continue efforts to recruit and appoint members to the Library Board in accordance with Ordinance No. 3059, to ensure the Board is fully constituted and operational as soon as possible.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

OPL Collection Development Policy

[On the pages to follow]

OXNARD PUBLIC LIBRARY
COLLECTION DEVELOPMENT POLICY

Mission Statement 2
Freedom to Read 2
Purpose 2
Scope of the Collection 2
Collection Development 2
- Selection 3
- Patron Request for Purchase 3
- Donations 3
- Deselection 4
- Replacement 4

Local History Collection 4
- Local Author Collection 5

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Reconsideration of Material 5
- Reconsideration of Materials Request Form 7

Appendix 9

MISSION STATEMENT

To promote lifelong learning, foster civic pride, and enhance Oxnard's quality of life through extraordinary cultural, recreational, and educational programs and services.

FREEDOM TO READ

In support of its mission, the Oxnard Public Library (OPL) endorses and has adopted the following statements used as guidelines for the development of the Library collections: American Library Association's "Library Bill of Rights," "Freedom to Read statement," and "Freedom to View statement," presented in the Appendix section. Further, California State Law AB 1825, passed in 2024, requires the following statements to be included in the public library collection development policies:

- The collection meets the broad and diverse interests of the community and respects both the library's autonomy and their specific community needs.
- The public library serves as a center for voluntary inquiry and the dissemination of information and ideas.
- Library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole.
- The right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences is acknowledged.

PURPOSE

The purpose of the collection development policy is to serve as a guide for Library staff in selection, management, deselection, and reconsideration of collection materials, and outlines the basis for the Library's collection management decisions.

The purpose of the collection development policy is to inform the public about the Library's decisions regarding collection and the principles that govern the selection, management, deselection, and reconsideration process.

SCOPE OF COLLECTION

The Collection Development Policy will not replace the judgment of library professionals and is designed to assist library professionals in the selection, management, deselection, and reconsideration process.

The goals of the collection development policy and the collection for Oxnard Public Library are to focus on resources that are in high demand for our community for interest, information, and enlightenment.

COLLECTION DEVELOPMENT

The OPL staff manages the collection materials with the goal of providing a popular, diverse, and inclusive collection. The library collection shall be unbiased and diverse in the breadth of the collection, representing as many viewpoints as possible. The size of each collection will be determined by community interest and space availability. Material is not excluded or deselected because of the age, race, nationality, religion, gender identity, sexual orientation, disability, immigration status, political and social views, economic status, or cultural background of the

author or content. The inclusion of materials does not imply agreement with or endorsement of content. Not all materials may be suitable for all members of the community.

Collection development consists of several parts:

- Selection
- Management
- Deselection
- Reconsideration

SELECTION

Library professionals select materials to provide a broad and unbiased selection in accordance with the American Library Association's (ALA) Library Bill of Rights, the Freedom to Read statement, and the Freedom to View statement. Material is selected for physical collections, digital collections, and electronic resources. Materials are selected for all ages to provide a wide, inclusive, and diverse collection using the following criteria:

- Relevance, interests, and needs of the local community
- Extent of publicity, critical review, and current or anticipated demand
- Current, historical, or local significance of the author or subject
- Relevance to the existing collection's strengths and weaknesses
- Authority, significance, competence, and purpose of the author, publisher, or producer, with preference generally given to titles vetted through examination of professional reviews (ex. *Library Journal, Publishers Weekly, Booklist, Kirkus Review, etc.*)
- Suitability of format to Library circulation and use
- Date of publication
- Price, availability, and space available in the Library and Library budget

Materials are selected to satisfy a collection that provides a variety of tastes, viewpoints, and interests. The inclusion of materials does not imply agreement with or endorsement of content.

Parents or guardians are responsible for decisions regarding children's use of library materials. The Library does not act in loco parentis.

Materials received or purchased through grants or provided by outside organizations shall follow the Collection Development policy.

PATRON REQUEST FOR PURCHASE

Oxnard Public Library welcomes suggestions from the local community for possible material selection. Each request is reviewed for inclusion in the collection and will follow the collection maintenance guidelines and selection criteria listed in this policy. Requests can be made in person, over the phone, or electronically.

DONATIONS

OPL accepts donations of materials with the understanding that the same selection guidelines are applied to donations as are to the selected and purchased material. The Library reserves the right to accept or discard materials, or give donated materials to the Friends of the Oxnard

Public Library for sale. The Library retains unconditional ownership of donations and all decisions regarding donations and collection management of donated items.

Donated materials that will not be accepted by the Library are:

- Computer, medical, law, travel, or real estate items more than 3 years old
- Textbooks, Dictionaries, and Encyclopedias
- K-12 schoolbooks or workbooks
- Outdated media such as VHS or cassette tapes
- Insect-infested items
- Moldy, moist, damaged, or marked-up items
- Yellowed items

Materials or funds donated with requests, such as items *in honor* or *in memoriam*, will follow the Collection Development policy selection guidelines. Final approval for materials or requests will be decided by the Library.

Donations to the library are tax-deductible. However, by law, library staff cannot determine the value of a donation for IRS purposes and will only provide a notice acknowledging the donation you made to the library upon request.

DESELECTION

Maintenance of the Library's collection through constant reevaluation by library professionals ensures its quality and relevance to the community. Deselection of materials is a formal process, combining evidence-based usage analysis and an understanding of the community's needs and interests. Deselection is guided by the industry standard document *The CREW Method: A Weeding Manual for Modern Libraries.*

After library professionals have identified which materials are no longer needed in the collections, disposal of the material is necessary. Materials generally are recycled, or donated to the Friends of the Oxnard Public Library.

REPLACEMENT

Materials will not automatically be replaced when withdrawn from the collections because of loss, damage, or wear. Decisions to replace an item will be based on the following considerations:

- Fit with current Collection Development Policy
- Demand for the specific titles to support community needs
- Number of existing copies held
- Existing coverage of the subject within the collection
- Availability of updated or superseded materials on the subject

LOCAL HISTORY COLLECTION

The purpose of the Local History Collection is to contribute to the community's knowledge of Oxnard History, the Oxnard Plains, and Ventura County. Material will be added to the Collection

if it contributes to the historical knowledge of Oxnard and Ventura County, California. The Local History Collection includes physical and digital materials and electronic resources. The items in the Local History Room are generally in-house use only.

Acquisition of materials for the Collection will be in accordance with the Collection Development Policy of the Oxnard Public Library. Emphasis is placed on acquiring sources containing information regarding the Oxnard Plains Area. Rare, old materials and histories of individual families will be added if they contribute significantly to the Collection and adhere to selection criteria.

Donations to the local history collection follow the Oxnard Public Library Donations guidelines.

- Library professionals can accept or deny donations made.
- Materials donated become the sole ownership of Oxnard Public Library, and are subject to the Library collection development policy for selection, management, deselection, and reconsideration.

Local Authors Collection

The Local Authors Collection will serve to ensure that titles by local authors have a home within the library collection, even when not accepted into the general collection. The Local Authors Collection is a non-circulating collection housed within the Local History Room. Local authors have donated their books under the following conditions:

- At least one of the contributing authors of the book must reside within the Oxnard Plains, OR if currently not a resident therein, must have lived there for at least 3 years.
- Materials will be accepted as a donation from the author or publisher.
- Materials donated become the sole ownership of Oxnard Public Library, and are subject to the Library collection development policy for selection, management, deselection, and reconsideration.

LIBRARY OF THINGS

The Library of Things consists of durable, reusable goods for completing tasks, learning skills, and creative making. Items are selected for the collection based on community interest, cost relative to value, and the Library's ability to maintain, store, and lend them. With equity in mind, the library of tools provides opportunities for people who may not have access to or the financial means to purchase these kinds of equipment. Use of individual items may require a liability waiver or be restricted to adult use only.

Materials donated become the sole ownership of Oxnard Public Library, and are subject to the Library collection development policy for selection, management, deselection, and reconsideration.

RECONSIDERATION OF MATERIALS

Persons objecting to a book or other material in the Library collection shall submit a request for a Reconsideration of Materials Request Form. The Reconsideration of Materials Request Form will be reviewed by the Library Manager or their delegate and library professionals according to

this Collection Development Policy. The Oxnard Public Library will only consider requests submitted by individuals residing within the Oxnard Public Library service area. A response will be made by the Library Manager or their delegate within 30 days of receiving the formal request, barring any unexpected emergencies. For the duration of this process, the material in question may remain in circulation in the Library collection.

Any challenges will be recorded with the American Library Association's Office for Intellectual Freedom for tracking and statistical reporting purposes.

The reconsideration of the materials review process includes:

- The patron will request a Reconsideration of Materials packet that includes the Library's mission statement, collection development policy, Reconsideration of Materials Request Form, and the Library Bill of Rights, Freedom to Read, and Freedom to View Statements.
- The patron must complete the form and submit the form to the Library Manager.
- The Library Manager and committee, comprised of appropriate library professionals, will review the Reconsideration of Materials Request Form and the material in question to consider the best course of action moving forward.
- Reviews of the material in professional journals and other reliable sources, the authority, significance, competence, and purpose of the publisher and author, circulation data, interest, context within the collection as a whole, publication date, and other background on the material will be considered.
- The material will be considered as a body of work in its entirety.
- The Library Manager will make a decision, and a letter will be sent to the request sender within 30 days with the decision and the supporting evidence of that decision.
- The decision of the Library Manager is final.

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS

Name: _____ Date: _____/_____/_____

Address: _____

Phone: _____ Email: _____

Who do you represent? Yourself ___ Organization (name) _____

Title of material: _____

Author: _____

Publisher and Date: _____

Type of Material (book, film, etc): _____

Did you read/listen to/view the material in its entirety? Yes _____

If not, what parts? _____

_____

_____

Are you aware of any reviews of this work through any professional sources? _____

_____

_____

On what factor(s) are your objections based? _____

_____

Please summarize your reasons for requesting a reconsideration of this material:

_____

_____

_____

_____

_____

What action would you like the library to take regarding this material? _____

_____

What suggestions do you have for material with a similar purpose to replace this item? _____

_____

Your request for reconsideration of this item will be submitted to the Library Manager, and reviewed by the appropriate library professionals. You will be notified of the decision regarding this request in writing in approximately 30 days. Until a decision is made, the material will remain in circulation.

_____ _____

Patron signature Date

APPENDIX

LIBRARY BILL OF RIGHTS
https://www.ala.org/advocacy/intfreedom/librarybill

FREEDOM TO READ STATEMENT
https://www.ala.org/advocacy/intfreedom/freedomreadstatement

FREEDOM TO VIEW STATEMENT
https://www.ala.org/advocacy/intfreedom/freedomviewstatement

CALIFORNIA FREEDOM TO READ ACT
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1825

CREW WEEDING METHOD
https://shortgrass.ca/sites/corp/media/files/managers_manual_v2/5.3_CREW_Method.pdf

Approved by OPL Library Board: TBD
Approved by Oxnard City Council: TBD
Revised: 9/26/2025

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: November 3, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: City's Monthly Investment Report for the period ending September 2025.

RECOMMENDATION

That the City Council receive and file the monthly investment report. This is an information item.

This item did not originate in Committee.

BACKGROUND

The City of Oxnard (City) invests funds in compliance with the California Government Code Section 53600 et. seq., and the City's Investment Policy. This report follows the guidelines established in the California Government Code section 53646 and the City's adopted Investment Policy.

DISCUSSION:

The City's total cash and investment position as of September 30, 2025 was $459.8 million, with $19.1 million in cash accounts and $440.7 million in investments, as summarized in the table below.

Cash and Investment Position	September 2025
Cash	
Bank of America General Account	$ 14,371,713.76
Bank of America Successor Agency Account	4,510,684.95
Bank of America Citations Account	231,162.32
Bank of America Golf Course Account	-
Total Cash	**19,113,561.03**
Investments	
Local Agency Investment Fund (LAIF)	57,000,000.00
Ventura County Investment Pool (VCIP)	52,280,108.47
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	22,137,463.46
U.S. Treasury Notes *	10,021,207.50
U.S. Government Sponsored Entities *	299,215,399.03
Total Investments	**440,654,178.46**
Total Cash and Investments	**$ 459,767,739.49**

* Market Value

Statutory Compliance

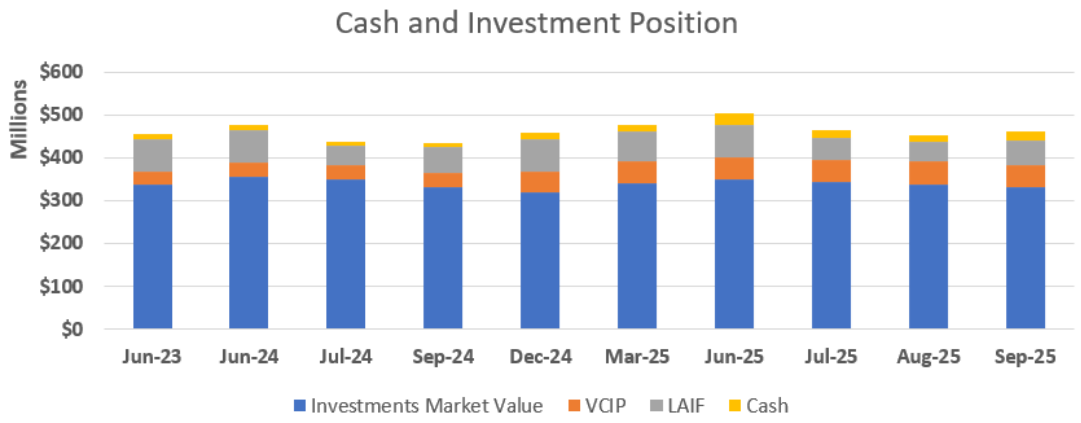
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of September 30, 2025 by authorized investment and duration for a total portfolio amount of $440.7 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$57.00	$-	$-	**$57.0**	4.21%	12.94%
VCIP	n/a	52.3	-	-	**52.3**	4.35%	11.86%
Federal Agencies	n/a	96.5	170.7	32.0	**299.2**	2.72%	67.90%
Medium Term Notes	30%	21.1	1.0	-	**22.1**	1.47%	5.02%
Treasuries	n/a	5.0	5.0	-	**10.0**	4.05%	2.27%
Total Investment		**$232.0**	**$176.7**	**$32.0**	**$440.7**	**3.07%**	**100%**

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, as of September 30, 2025, increased by $7.9 million compared with the prior month. The increase is driven by regular City activities. The trend for the cash and investment position is represented in the following chart.



The California Government Code and the City's investment policy define the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included as an attachment to this report.

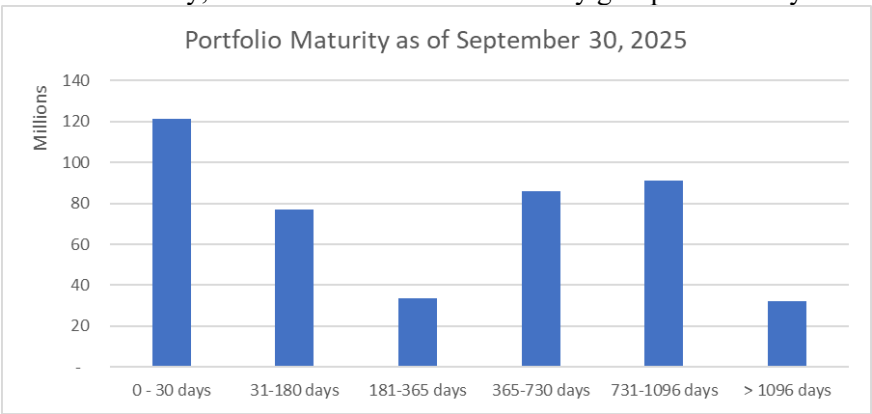
City of Oxnard

City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
September 30, 2025

City of Oxnard

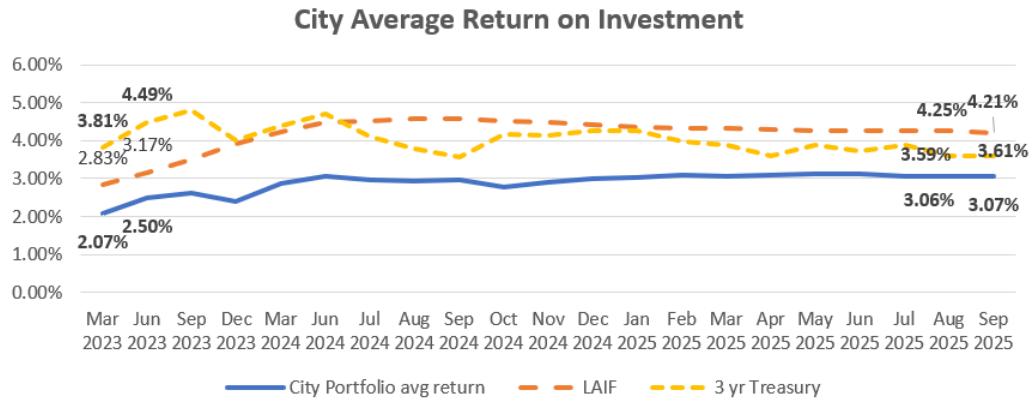
Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
County Investment Pool	52,280,108.47	52,280,108.47	52,280,108.47	11.79	0.000	1	0	4.350	4.350	572,231.43	0.00
Federal Agency Coupon	301,730,000.00	301,485,761.29	299,215,399.03	68.01	99.164	566	83	2.717	2.707	2,142,409.43	-2,270,362.26
Local Agency Investment Funds	57,000,000.00	57,000,000.00	57,000,000.00	12.86	0.000	1	0	4.212	4.212	579,660.00	0.00
Medium Term Notes	22,510,000.00	22,509,772.89	22,137,463.46	5.08	98.345	249	0	1.469	1.469	81,511.72	-372,309.43
Treasury Coupon Securities	7,500,000.00	7,492,421.76	7,521,485.00	1.69	100.286	268	0	4.156	4.156	135,371.93	29,063.24
Treasury Discounts -Amortizing	2,500,000.00	2,499,738.18	2,499,722.50	0.56	99.989	1	0	3.935	3.935	0.00	-15.68
Report Totals:	443,520,108.47	443,267,802.59	440,654,178.46	100 %	74.699	402	83	3.070	3.063	3,511,184.51	-2,613,624.13

The chart below represents the City's investment portfolio classified by days until maturities from September 30, 2025. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The City's average return on investment for the month of September was 3.07%, LAIF average monthly effective yields for the same period were 4.21%. The City holds investments until maturity, and will evaluate reinvestment options based on market conditions and liquidity needs as those funds become available for investing in the upcoming months.

The next chart represents the City's average return on investments, alongside with three-year Treasury bill and the LAIF Pooled Monthly Investment Account (PMIA) average Monthly Effective Yields, as benchmarks for the City's portfolio.



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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. September 2025 Investment Report
2. Presentation - September 2025 Investment Report

Investment report
for the month Ended in September 30, 2025

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,994) adopted by the City Council held on July 1, 2025

Investments have been made in compliance with California Government Code and in accordance with the City's Investment Policy. **SYMPRO** provides the market value for negotiable instruments held in safekeeping included in this report. For investments not held by the City's custodian, market values are obtained from individual monthly statements. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

10/20/2025

Date

City of Oxnard
Cash and Investment Summary
Month Ended
August 31, 2025

Cash and Investment Position	September 2025
Cash	
Bank of America General Account	$ 14,371,713.76
Bank of America Successor Agency Account	4,510,684.95
Bank of America Citations Account	231,162.32
Bank of America Golf Course Account	-
Total Cash	**19,113,561.03**
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Medium Term Notes *	22,137,463.46
U.S. Treasury Notes *	10,021,207.50
U.S. Government Sponsored Entities *	299,215,399.03
Total Investments	**440,654,178.46**
Total Cash and Investments	**$ 459,767,739.49**

* Market Value

Investment Portfolio Detail
Fiscal Year 2025 - 2026
September 1 - September 30, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		52,280,108.47	52,280,108.47	52,280,108.47	4.350	1	4.350	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	986,188.00	1,000,000.00	0.610	152	0.610	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,117,210.00	9,990,786.43	4.250	817	4.294	12/27/2027
3133ERQ20	Federal Farm Credit Bank	12/31/2024	10,000,000.00	9,998,030.00	10,000,000.00	4.630	820	4.630	12/30/2027
3133ERT27	Federal Farm Credit Bank	1/16/2025	10,000,000.00	9,997,170.00	9,996,947.08	4.670	834	4.684	1/13/2028
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,025,315.00	4,986,721.85	4.340	813	4.468	12/23/2027
3133ETJH1	Federal Farm Credit Bank	5/29/2025	5,000,000.00	5,022,975.00	5,000,000.00	4.600	1,336	4.600	5/29/2029
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	974,581.00	1,000,000.00	1.140	384	1.140	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	974,222.00	1,000,000.00	1.700	484	1.700	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	977,249.00	1,000,000.00	2.000	504	2.000	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	977,249.00	1,000,000.00	2.000	504	2.000	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	977,531.00	1,000,000.00	2.050	512	2.050	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	977,065.00	1,000,000.00	2.000	512	2.000	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	977,263.00	1,000,000.00	2.030	512	2.030	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	984,179.00	1,000,000.00	2.500	512	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,960,186.00	2,000,000.00	2.250	519	2.250	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	979,362.00	1,000,000.00	2.200	519	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	979,362.00	1,000,000.00	2.200	519	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,273,170.60	1,298,888.50	2.200	519	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,646,251.10	2,699,230.50	2.250	519	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	997,290.00	1,000,000.00	3.500	525	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	989,147.00	1,000,000.00	3.000	540	3.000	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	989,757.00	1,000,000.00	3.000	540	3.000	3/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,943.00	1,000,000.00	4.000	602	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,943.00	1,000,000.00	4.000	602	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,943.00	1,000,000.00	4.000	602	4.000	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,995,854.00	2,000,000.00	4.000	600	4.000	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,995,854.00	2,000,000.00	4.000	600	4.000	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	997,519.00	999,912.78	4.000	636	4.006	6/29/2027
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	998,502.00	1,000,000.00	4.100	659	4.100	7/22/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	998,820.00	1,000,000.00	4.375	665	4.375	7/28/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,988,107.00	6,990,096.04	4.500	1,469	4.539	10/9/2029
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,760,403.95	5,754,588.09	4.700	779	4.704	11/19/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,847,550.00	9,795,567.10	2.250	391	4.250	10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	10,000,000.00	10,002,410.00	9,996,259.33	4.625	813	4.643	12/23/2027
3130B6EY8	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,009,607.78	5,003,834.63	4.400	964	4.403	5/22/2028
3130B6J98	Federal Home Loan Bank	5/28/2025	5,000,000.00	5,009,190.00	5,001,753.01	4.500	961	4.511	5/19/2028

Investment Portfolio Detail
Fiscal Year 2025 - 2026
September 1 - September 30, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130B6HM1	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,013,865.00	5,000,000.00	4.520	1,336	4.520	5/29/2029
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,982,542.00	2,000,000.00	0.500	90	0.500	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,979,752.00	2,000,000.00	0.525	106	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,990,510.00	5,000,000.00	0.500	19	0.500	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	998,102.00	1,000,000.00	0.500	19	0.500	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,948,075.00	5,000,000.00	0.625	113	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,944,375.00	4,999,840.28	0.500	117	0.510	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	989,335.00	1,000,000.00	0.560	117	0.560	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,948,190.00	5,000,000.00	0.750	118	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,948,190.00	5,000,000.00	0.750	118	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,979,442.00	2,000,013.00	0.700	119	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,978,262.00	2,000,000.00	0.650	119	0.650	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,948,605.00	5,000,000.00	0.700	119	0.700	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,484,118.00	1,500,000.00	0.600	119	0.600	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,977,768.00	2,000,000.00	0.600	120	0.600	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	988,684.00	1,000,000.00	0.520	120	0.520	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	997,185.00	1,000,000.00	0.470	28	0.470	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	988,546.00	1,000,000.00	0.750	131	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	988,546.00	1,000,000.00	0.750	131	0.540	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,975,402.00	2,000,000.00	0.540	131	0.540	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,977,092.00	2,000,000.00	0.750	131	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	987,743.00	1,000,000.00	0.550	134	0.550	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,973,452.00	1,999,602.78	0.625	146	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	986,633.00	999,936.44	0.600	146	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,933,165.00	4,999,682.22	0.600	146	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,959,899.00	3,000,000.00	0.600	146	0.600	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	986,633.00	999,960.28	0.600	146	0.610	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	986,633.00	999,960.28	0.600	146	0.610	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	986,855.00	1,000,000.00	0.680	146	0.680	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	986,726.00	999,960.28	0.625	146	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	986,560.00	1,000,000.00	0.800	160	0.800	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	985,885.00	1,000,000.00	0.800	166	0.800	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	985,885.00	1,000,000.00	0.800	166	0.800	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	986,354.00	1,000,000.00	0.800	167	0.800	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	961,970.10	975,000.00	1.000	173	1.000	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	985,919.00	1,000,000.00	0.875	173	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,976,646.00	2,000,000.00	1.500	174	0.871	3/24/2026
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	984,381.00	1,000,000.00	1.125	210	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	985,184.00	1,000,000.00	1.250	210	1.100	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	982,176.00	1,000,000.00	1.050	237	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	983,164.00	1,000,000.00	1.200	238	0.957	5/27/2026

Investment Portfolio Detail
Fiscal Year 2025 - 2026
September 1 - September 30, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,248,495.00	1,249,961.18	4.000	223	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,906,210.00	5,000,000.00	1.000	258	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,905,320.00	5,000,000.00	1.030	265	1.030	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,939,595.00	3,000,000.00	1.125	287	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	975,742.00	1,000,000.00	1.080	349	1.080	9/15/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	973,352.00	1,000,000.00	1.100	377	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	973,352.00	1,000,000.00	1.100	377	1.100	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	973,180.00	1,000,000.00	1.050	379	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	973,180.00	1,000,000.00	1.050	379	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	973,180.00	1,000,000.00	1.050	379	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	973,080.00	999,937.67	1.040	379	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	973,180.00	1,000,000.00	1.050	379	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	973,080.00	1,000,000.00	1.040	379	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,919,720.00	3,000,000.00	1.100	385	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	973,683.00	1,000,000.00	1.150	386	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,947,366.00	2,000,000.00	1.150	386	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,947,152.00	2,000,000.00	1.200	390	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	963,772.00	1,000,000.00	1.180	390	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,947,152.00	1,999,786.11	1.200	390	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	974,448.00	1,000,000.00	1.250	390	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,948,896.00	2,000,000.00	1.250	390	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	974,448.00	1,000,000.00	1.250	390	1.250	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	986,371.00	1,000,000.00	1.500	392	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,947,240.00	2,000,000.00	1.180	392	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	974,349.00	1,000,000.00	1.250	392	1.250	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	973,471.00	1,000,000.00	1.250	405	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	973,471.00	999,445.83	1.250	405	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	973,471.00	1,000,000.00	1.250	405	1.250	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	974,508.00	1,000,000.00	1.375	411	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	974,508.00	1,000,000.00	1.375	411	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	974,780.00	1,000,000.00	1.400	411	1.400	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	973,984.00	1,000,000.00	1.375	413	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	975,437.00	1,000,000.00	1.500	418	1.500	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	979,654.00	1,000,000.00	2.000	448	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,218,742.50	1,250,000.00	1.625	455	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	991,638.00	1,000,000.00	3.250	559	3.250	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	999,583.00	1,000,000.00	4.000	593	4.000	5/17/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	999,367.00	1,000,000.00	4.000	603	4.000	5/27/2027
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	999,183.00	1,000,000.00	4.250	665	4.250	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	998,704.00	1,000,000.00	4.250	693	4.250	8/25/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,999,175.00	5,000,000.00	4.700	786	4.700	11/26/2027

Investment Portfolio Detail
Fiscal Year 2025 - 2026
September 1 - September 30, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,999,175.00	5,000,000.00	4.700	786	4.700	11/26/2027
3134HA3T8	Federal Home Loan Mtg Corp	1/17/2025	10,000,000.00	9,995,040.00	9,998,089.60	4.550	835	4.559	1/14/2028
3134HBBV2	Federal Home Loan Mtg Corp	2/28/2025	10,000,000.00	10,007,260.00	10,000,000.00	4.470	877	4.470	2/25/2028
3134HBBU4	Federal Home Loan Mtg Corp	2/27/2025	10,000,000.00	9,994,690.00	10,000,000.00	4.640	1,245	4.640	2/27/2029
3134HBSZ5	Federal Home Loan Mtg Corp	6/4/2025	5,000,000.00	4,995,280.00	5,000,000.00	4.550	1,342	4.550	6/4/2029
3134GXKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,978,886.00	2,000,000.00	0.550	113	0.550	1/22/2026
Local Agency Investment Funds									
LAIF	LAIF		57,000,000.00	57,000,000.00	57,000,000.00	4.212	1	4.212	
Medium Term Notes									
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	988,510.00	999,996.47	0.700	130	0.071	2/8/2026
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,998,926.00	2,000,000.00	4.050	238	4.050	5/27/2026
06048WL32	Bank of America	2/24/2021	1,000,000.00	985,150.00	1,000,000.00	0.800	146	0.080	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	982,116.00	1,000,000.00	1.400	225	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,964,232.00	2,000,000.00	1.400	225	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,964,232.00	2,000,000.00	1.400	225	1.400	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	979,837.00	999,776.42	1.200	267	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	976,799.00	1,000,000.00	1.200	302	1.200	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	971,683.00	1,000,000.00	1.250	358	1.250	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	971,683.00	1,000,000.00	1.250	358	1.250	9/24/2026
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	976,792.00	1,000,000.00	1.400	293	1.400	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	977,016.00	1,000,000.00	1.350	320	1.350	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,969,673.00	3,000,000.00	0.700	106	0.700	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	1,002,500.00	1,000,000.00	4.200	681	4.200	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	966,295.00	1,000,000.00	1.200	331	1.200	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	966,295.00	1,000,000.00	1.200	331	1.200	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,495,724.46	1,510,000.00	0.950	106	0.950	1/15/2026
Treasury Coupon Securities									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,500,000.00	2,500,311.94	4.250	14	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,021,485.00	4,992,109.82	4.125	395	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,499,722.50	2,499,738.18	3.770	1	3.935	10/2/2025
			$443,520,108.47	**$440,654,178.46**	**$443,267,802.59**				

Investment activities for the month of June 2025

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	9/23/2025	Deposit		LAIF		10,000,000.00		
Total Purchases						**$ 10,000,000.00**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	9/9/2025	Maturity	3130ARZF1	Federal Home Loan Bank		2,600,000.00	3.400	9/9/2025
	9/23/2025	Maturity	3137EAEX3	Federal Home Loan Mtg Corp		2,500,000.00	0.375	9/9/2025
	9/24/2025	Call	3130B2ZR9	Federal Home Loan Bank		2,500,000.00	4.050	9/24/2027
Total Maturities, Calls & Sales						**$ 7,600,000.00**		

City of Oxnard
Monthly Investment Report
as of September 30, 2025
November 3, 2025

City Council
Presented by:
Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of September 30, 2025.

Discussion

City of Oxnard Cash and Investment as of September 30, 2025

Cash and Investment Position	September 2025
Cash	
Bank of America General Account	$ 14,371,713.76
Bank of America Successor Agency Account	4,510,684.95
Bank of America Citations Account	231,162.32
Bank of America Golf Course Account	-
Total Cash	**19,113,561.03**
Investments	
Local Agency Investment Fund (LAIF)	57,000,000.00
Ventura County Investment Pool (VCIP)	52,280,108.47
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	22,137,463.46
U.S. Treasury Notes *	10,021,207.50
U.S. Government Sponsored Entities *	299,215,399.03
Total Investments	**440,654,178.46**
Total Cash and Investments	**$ 459,767,739.49**

* Market Value

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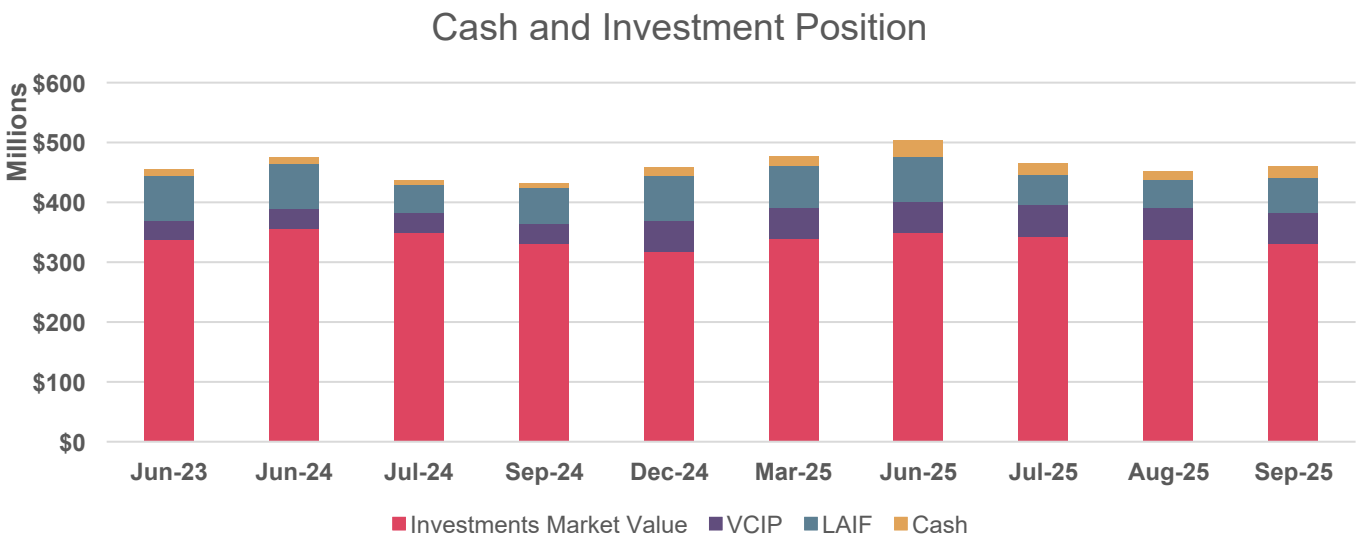
Investment Compliance

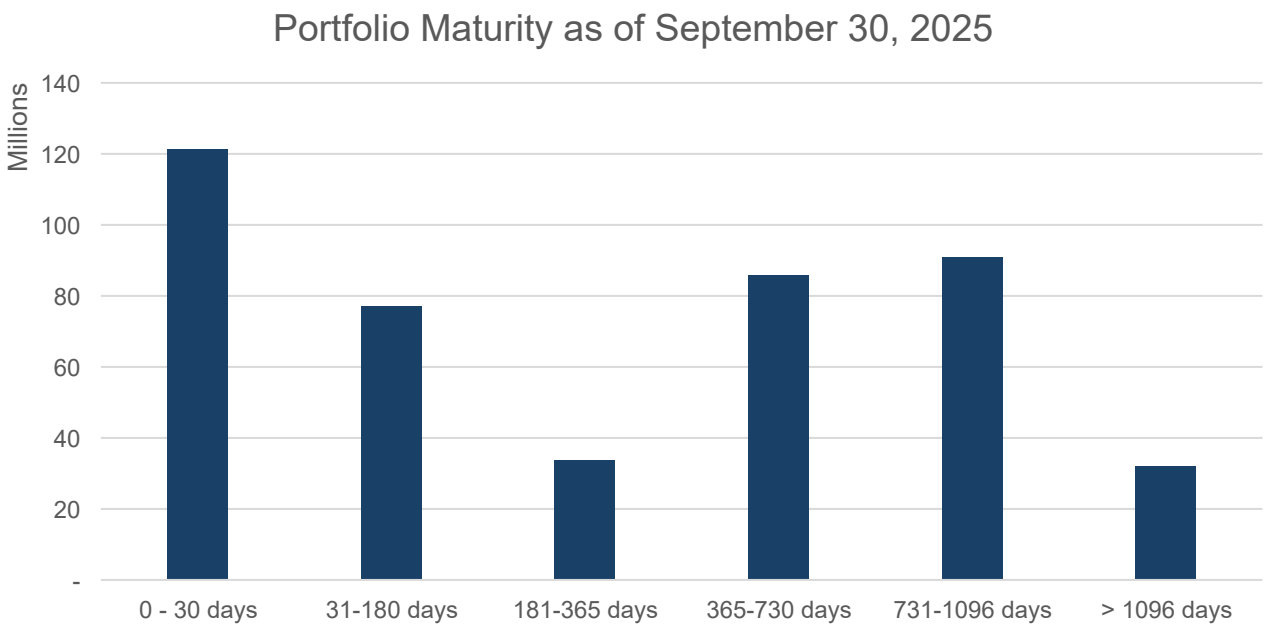
Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$ 57.00	$-	$-	**$57.0**	4.21%	12.94%
VCIP	n/a	52.3	-	-	**52.3**	4.35%	11.86%
Federal Agencies	n/a	96.5	170.7	32.0	**299.2**	2.72%	67.90%
Medium Term Notes	30%	21.1	1.0	-	**22.1**	1.47%	5.02%
Treasuries	n/a	5.0	5.0	-	**10.0**	4.05%	2.27%
Total Investment		**$232.0**	**$176.7**	**$32.0**	**$440.7**	**3.07%**	**100%**

*Total may not add due to rounding

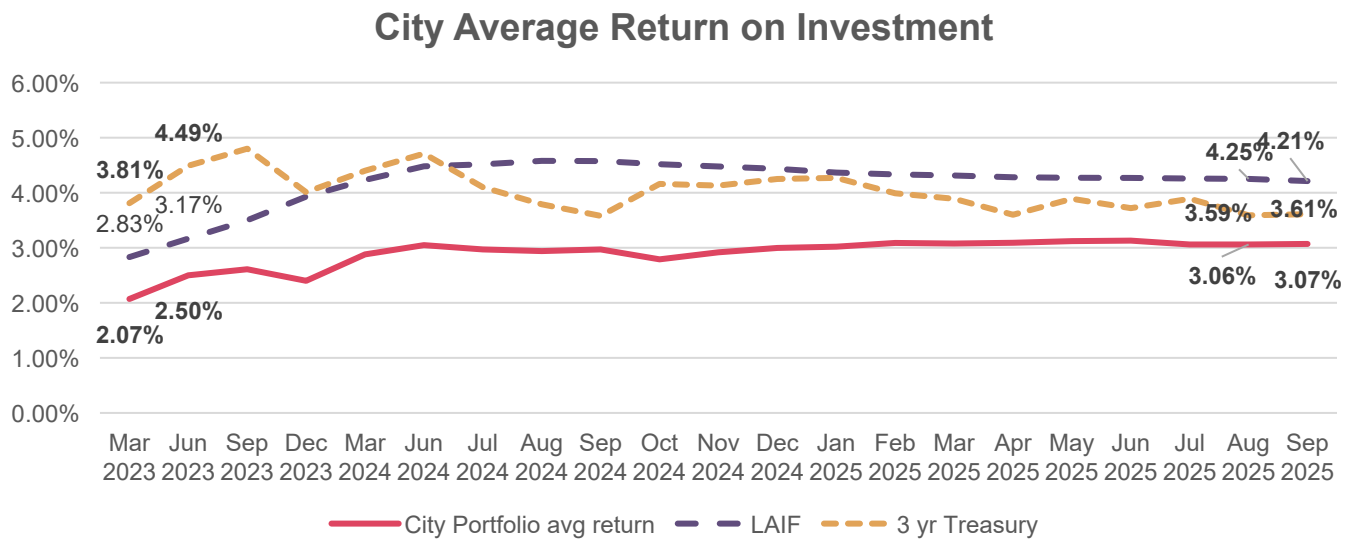
Cash and Investment Trend



Discussion


Portfolio Maturity as of September 30, 2025
Millions
140
120
100
80
60
40
20
-
0 - 30 days
31-180 days
181-365 days
365-730 days
731-1096 days
> 1096 days

Investment Return Trend



Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of September 30, 2025.

Questions / Discussion

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: November 3, 2025

TO: City Council

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

SUBJECT: First Amendment to the Existing Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to the Tyler Payment Processing Agreement with Tyler Technologies, Inc. (A-8584) for credit card merchant services for a total agreement amount not to exceed $80,377 for the five-year agreement.

(This item did not originate in Committee.)

BACKGROUND

The City continues to implement the new Tyler Enterprise Resource Planning (ERP) software as part of the multi-year City-wide ERP project. During the implementation, as new information becomes available, it is necessary to make adjustments to existing agreements and, in certain cases enter into new agreements to secure the successful implementation of the new ERP.

For example, as explained in the staff report associated with the original agreement A-8584 presented to the Council at its meeting on May 6, 2025, Tyler Technologies, Inc. informed the City that they will cease to support the City's current credit card payment processor, Paymentus, choosing instead to offer its customers with its own payment processing service that will fully integrate with all Tyler software.

On May 6, 2025, the City Council approved the Tyler Payment Processing Agreement with Tyler Technologies, Inc. (A-8584). That agreement enables the City to continue accepting credit card, debit card, and e-check payment in a manner that is in compliance with the Payment Card Industry Data Security Standard (PCI compliant) after the go-live of Tyler Enterprise Planning and Licensing (EPL) software. The EPL phase of the ERP project will impact building permits, zone clearance permits, business tax certificates and the associated regulatory permits, as well as a number of miscellaneous fees and charges invoiced through general billing in the City's main ERP system. Such fees and charges include, for example, those imposed for special event permits, alcohol, tobacco, and firearm compliance fees, rental invoices, emergency response reimbursements and other miscellaneous items. Some of these miscellaneous fees currently can only be paid through cash or check at the respective City departments. Once Tyler Payment is implemented, the City will be able to accept additional payment methods from residents in compliance with PCI standards. Additionally, Agreement A-8584 ensures that the City will be able to continue offering the payment services to customers after the City implements the Tyler Utility Billing module in a few years.

DISCUSSION

The staff report and the original agreement (A-8584) were presented to the City Council at its May 6, 2025 meeting and only included a quote for two card readers. As pointed out in agreement A-8584, those two card readers were already paid

and covered by the agreement with Tyler Technologies, Inc. for the City-wide ERP implementation, agreement A-8767.

Upon further analysis by the Staff and further discussion with Tyler Technologies Inc., it became clear that to fully implement Tyler EPL, Tyler Utility Billing module, and to allow miscellaneous fees and charges invoiced through the City's main ERP system to be paid with credit card, debit card, and e-checks, the City needs a total of fifteen card readers to expand the payment options for residents of certain miscellaneous fees and charges that currently can only be paid with cash or check at some City departments. After the implementation and roll out of the new card readers, residents will be able to pay with credit card, debit card, and e-checks through Tyler Payment, representing a major upgrade and modernization of the City's technology infrastructure and in turn, will provide much needed convenience to our residents and business community.

Staff has evaluated the cost of this amendment and has identified three components.

- Equipment cost - One-time purchase cost of the additional thirteen card readers.
- Operating cost #1- Annual PCI compliance service fee associated with each card reader for all fifteen card readers for the 5-year term of the agreement.
- Operating cost #2 – Annual estimated charges to cover customers' non-sufficient-fund e-checks (NSF e-checks) and credit card chargebacks for the 5-year term of the agreement.

Equipment cost - One-time purchase cost of the card readers

Tyler Technologies, Inc. informed the City that regardless of the number of the card readers that the City needs to purchase under this amendment, the pricing schedule for the card readers ($529 per card reader) and all other associated fees and charges remains unchanged from the original quote in the original agreement. A new quote for the entire fifteen card readers were provided to the City by Tyler Technologies, Inc. to reflect the fact that the same pricing schedule applies to the total number of fifteen card readers needed for the 5-year agreement. That quote, along with the original quote for the two card readers, were both included as attachments to this amendment.

As stated in the original staff report, two out of the fifteen card readers (a total cost of $1,058) were already purchased under the separate the ERP agreement A-8767. Therefore, the one-time purchase cost included in the cost analysis below for this amendment only includes that of the remaining thirteen card readers, with a total amount of $6,877. As presented in Table 1 below, the cost split between the two funds reflect the fact that three card readers will be used to process utility billing payments when Tyler utility billing module is implemented, and the other ten card readers will be used to process non-utility-billing payments, including payments through EPL as well as miscellaneous fees and charges as discussed earlier in this report.

Table 1: Total Equipment Cost

Fund and Expense Account	Found and Account No.	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	5-Year Total
Utility Billing - Equipment	7251623 - 52400	$1,587.00	$0.00	$0.00	$0.00	$0.00	$1,587.00
General Fund - Equipment	1011621 - 52400	$5,290.00	$0.00	$0.00	$0.00	$0.00	$5,290.00
	Total Equipment Cost	$6,877.00	$0.00	$0.00	$0.00	$0.00	$6,877.00

Operating Cost #1 - Annual PCI compliance service fee associated with each card reader

There is an annual PCI compliance service fee of $180 associated with each card reader included in the original quote of the agreement (A-8584) that also remains unchanged. In Table 2 below, the annual PCI compliance service fee for the entire fifteen card readers in the amount of $2,700 and a total of $13,500 for the five years is included as part of bank charge expenses in the City's operating budget. The cost split between the two funds also reflects the fact that three card readers will be used to process future utility billing payments (a total of $540 per year and $2,700 for five years), while all other card readers will be used to process payments for EPL and miscellaneous fees and charges (a total of $2,160 per year and $10,800 for five years).

It is worth noting that as long as the City continues to use Tyler Payment as its card payment processor in the foreseeable

future, the City will continue to be responsible for paying the annual PCI compliance service fee associated with the card readers.

Table 2: Operating Cost #1 – Annual PCI compliance service fee

Fund and Expense Account	Fund and Account No.	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Utility Billing - Bank Charges	7251623-53500: PCI fee for 3 card readers	$540.00	$540.00	$540.00	$540.00	$540.00	$2,700.00
General Fund - Bank Charges	1011621-53500: PCI fee for 12 card readers	$2,160.00	$2,160.00	$2,160.00	$2,160.00	$2,160.00	$10,800.00
	Total Operating Cost # 1: PCI Service Fee	$2,700.00	$2,700.00	$2,700.00	$2,700.00	$2,700.00	$13,500.00

Operating Cost #2 - Estimated cost to cover customers' NSF e-checks and credit card chargebacks

Similar to the fact that the City's current card processor charges the City to recuperate customer-submitted NSF e-checks and credit card chargebacks when such transactions occur, Tyler Technologies, Inc. will also charge the City for those transactions based on the fee schedule included in the original quote. Those charges are considered bank charge expense, part of the City's operating cost for providing customers with the convenience of making payments with cards and e-checks.

Based on the average number of monthly NSF checks and credit card chargebacks reported by the City's current payment processor, Paymentus, and also considering the possibility that there may be an increase in NSF checks and credit card chargebacks when customers are allowed to use cards and e-checks to pay for miscellaneous fees and charges that currently they can only pay with cash or check, the Staff projected an annual cost of $12,000, with a total of $60,000 for the next five years for the City's operating budget to cover the NSF charge and credit card chargeback costs. The estimated annual cost of $12,000 is composed of the following two parts:

1. An estimated $5,700 to account for an estimated 95 customer NSF e-checks per month at the rate of $5 per NSF charge, and
2. An estimated $6,300 to account for an estimated 35 customer credit card chargebacks per month at the rate of $15 per chargeback.

Additionally, in accordance with the percentage split of NSF checks and e-checks currently incurred by the City between utility bill payments and non-utility bill payments, 75 percent of the annual cost of $12,000 ($9,000) is assigned to the utility billing fund budget, while 25 percent ($3,000) is assigned to the general fund budget, as presented in Table 3 below.

Table 3: Operating Cost #2: Estimated cost for customers' NSF e-checks and credit card chargebacks

Fund and Expense Account	Fund and Account No.	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Utility Billing - Bank Charges	7251623-53500: NSF e-checks /Chargeback (75%)	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$45,000.00
General Fund - Bank Charges	1011621-53500: NSF e-checks /Chargeback (25%)	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$15,000.00
	Total Operating Cost #2: NSF e-checks /Chargebacks	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$60,000.00

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 those services will be covered by savings in the Business and Licensing Division's FY 2025-26 budget, and no additional appropriation is required. Future years funding will be incorporated into upcoming budget processes, with

total annual expenditures expected to remain stable and consistent with amounts shown in table 4.

Table 4: Total Costs for this Amendment

Fund and Expense Account	Found and Account No.	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	5-Year Total
Utility Billing - Bank Charges	7251623 - 53500	$9,540.00	$9,540.00	$9,540.00	$9,540.00	$9,540.00	$47,700.00
General Fund - Bank Charges	1011621 - 53500	$5,160.00	$5,160.00	$5,160.00	$5,160.00	$5,160.00	$25,800.00
	Total Operating Costs (Bank Charges)	$14,700.00	$14,700.00	$14,700.00	$14,700.00	$14,700.00	$73,500.00
Fund and Expense Account	**Found and Account No.**	**FY25-26**	**FY26-27**	**FY27-28**	**FY28-29**	**FY29-30**	**5-Year Total**
Utility Billing - Equipment	7251623 - 52400	$1,587.00	$0.00	$0.00	$0.00	$0.00	$1,587.00
General Fund - Equipment	1011621 - 52400	$5,290.00	$0.00	$0.00	$0.00	$0.00	$5,290.00
	Total Equipment Cost	$6,877.00	$0.00	$0.00	$0.00	$0.00	$6,877.00
Tyler Payment Agreement Amendment Total: A-8584		**$21,577.00**	**$14,700.00**	**$14,700.00**	**$14,700.00**	**$14,700.00**	**$80,377.00**

COMMITTEE OUTCOME

This item did not originate in Committee.

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

ATTACHMENTS

1. First Amendment Contract A-8584
2. Tyler's Authorized Signatories
3. Original Oxnard Quote for A-8584 -Tyler Payment 2025.5.6
4. Oxnard Payments Devices Quote -15
5. Agenda Staff Report 2025.5.6 for Agreement A-8584
6. A-8584 Agreement (Tyler Tech) item L.5 cc 5-6-25 executed

FIRST AMENDMENT TO PAYMENT PROCESSING AGREEMENT

This First Amendment ("First Amendment") to the Payment Processing Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, on the 3rd day of November, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and Tyler Technologies, Inc. a Delaware corporation ("Service Provider"). This First Amendment amends the Agreement entered into on May 6, 2025, by City and Service Provider.

City and Service Provider agree as follows:

RECITALS

WHEREAS, the City requires additional equipment to provide credit card services to individuals and businesses that do business with the City; and

WHEREAS, the Payment Processing Agreement acknowledges the purchase or rental of Tyler Technologies equipment required for credit card transactions and processing; and

WHEREAS, the Parties agree to amend their current Agreement to include the purchase of additional credit card reader equipment during the term of the Agreement.

1. The Recitals are incorporated by reference as though fully set forth herein.

2. The not to exceed amount for this Agreement is $80,377.

3. The City requires thirteen (13) additional credit card readers, which the City will purchase in phases during the term of this agreement for the costs as set forth in the Sales Quotation attached hereto as Exhibit 1 and incorporated by this reference as though fully set forth herein.

4. The City and Service Provider agree that Service Provider will provide additional sales quotations when the City requests to purchase the remaining credit card readers and when issued those sales quotations will be incorporated by this reference as though fully set forth herein, upon acceptance of the sales quotation by the City and will be listed as numerical Exhibits 2 through 6 as needed.

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor Date
☐Jennifer Hiroaka, Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

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

TYLER TECHNOLOGIES, INC.

Erik Graney, 10/16/2025
Erik Graney,
Senior Corporate Attorney Date

Exhibit 1 Sales Quotation

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Quoted By:	Karen Grosset
Quote Expiration:	05/25/26
Quote Name:	City of Oxnard - ERP - Payments Devices
Quote Description:	Payment Devices

Sales Quotation For:
City of Oxnard
300 W 3RD ST
OXNARD CA 93030-5738

Shipping Address:
City of Oxnard
300 West 3rd St.
Oxnard CA 93030-5730

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	15	$ 529.00	$ 0.00	$ 7,935.00	$ 0.00	$ 0.00	$ 0.00
Payments PCI Service Fee (Per Device)	15	$ 0.00	$ 0.00	$ 0.00	$ 180.00	$ 0.00	$ 2,700.00
TOTAL				**$ 7,935.00**			**$ 2,700.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 7,935.00	$ 2,700.00
Summary Total	**$ 7,935.00**	**$ 2,700.00**

Contract Total **$ 10,635.00**

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or

more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

CERTIFICATE OF SECRETARY OF
TYLER TECHNOLOGIES, INC.

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of April 22, 2025.

TYLER TECHNOLOGIES, INC.
a Delaware corporation

By: _____
Name: Abby Diaz
Title: Secretary

RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF TYLER TECHNOLOGIES, INC.

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), deems it to be in the best interests of Tyler to memorialize the authority of members of Tyler's legal team to enter into contracts and other legally binding obligations or representations on behalf of Tyler;

RESOLVED, that in addition to Tyler's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding obligations or representations on behalf of Tyler (including, without limitation, contract(s) for the license, lease, sale and provision of Tyler goods and services) without regard to the dollar value of such contract(s) or the Tyler division or group on whose behalf the individual is entering into the contract or other legally binding obligation or representation, and limited only by the notations included herein:

Sherry Clark

Andrea Fravert

Erik Graney

Brooke Grant

Katie Gray

Rob Kennedy-Jensen

Hannah May

Rachel Mehlsak

Tina Mize

William Van Asselt

John Wright

Sheri Gray - Performance Bonds

RESOLVED, that the foregoing authorization will automatically terminate with respect to each named person on such date the individual is no longer employed by Tyler;

RESOLVED, that each corporate officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

Quoted By:	Karen Grosset
Quote Expiration:	08/25/25
Quote Name:	City of Oxnard - ERP/EPL - Payments
Quote Description:	Passing Model

Sales Quotation For:

City of Oxnard
c
Oxnard CA 93030-5730

Shipping Address:

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise ERP Payments									
General Billing		2.95%	$ 2.50				X	X	
Utility Billing		2.95%	$ 2.50				X	X	X
Enterprise Permitting & Licensing Payments									
Community Development (Permitting)		3.75%	$ 2.50				X	X	
Community Development (Planning)		3.75%	$ 2.50				X	X	
Payments - Other Fees									
Enterprise ERP									
Credit Card Chargebacks	$ 15.00								
eCheck Rejects	$ 5.00								
Payer eCheck Cost	$ 1.00								

Enterprise Permitting & Licensing	
Credit Card Chargebacks	$ 15.00
eCheck Rejects	$ 5.00
Payer eCheck Cost	$ 1.00

Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
IVR Cost	Additional $0.50 per transaction on top of Card and eCheck Fee.
Payer eCheck Cost	Per electronic check transaction.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payments	Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	2	$ 529.00	$ 0.00	$ 1,058.00	$ 0.00	$ 0.00	$ 0.00
Payments PCI Service Fee (Per Device)	2	$ 0.00	$ 0.00	$ 0.00	$ 180.00	$ 0.00	$ 360.00
TOTAL				**$ 1,058.00**			**$ 360.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 0.00

Total Third-Party Hardware, Software, Services	$ 1,058.00	$ 360.00
Summary Total	**$ 1,058.00**	**$ 360.00**
Contract Total	**$ 1,418.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 0% Client and 0% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Quoted By:	Karen Grosset
Quote Expiration:	05/25/26
Quote Name:	City of Oxnard - ERP - Payments Devices
Quote Description:	Payment Devices

Sales Quotation For:
City of Oxnard
300 W 3RD ST
OXNARD CA 93030-5738

Shipping Address:
City of Oxnard
300 West 3rd St.
Oxnard CA 93030-5730

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	15	$ 529.00	$ 0.00	$ 7,935.00	$ 0.00	$ 0.00	$ 0.00
Payments PCI Service Fee (Per Device)	15	$ 0.00	$ 0.00	$ 0.00	$ 180.00	$ 0.00	$ 2,700.00
TOTAL				**$ 7,935.00**			**$ 2,700.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 7,935.00	$ 2,700.00
Summary Total	**$ 7,935.00**	**$ 2,700.00**

Contract Total **$ 10,635.00**

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or

more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: May 6, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a five-year agreement with Tyler Technologies, Inc. (A-8584) for credit card merchant services.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

BACKGROUND

For many years the City has accepted payment for utility services, business licensing, parking and other fees / services via credit / debit card and e-check in addition to more traditional methods of payment. In order to offer payment by credit / debit card and e-Check, the city must maintain agreements with credit card processing companies who manage the transactions between the customer and city bank accounts. Paymentus is the current credit card merchant services provided for utility billing and billing and business licensing payments. On February 20, 2024, Staff informed Council of the need to contract with Tyler in order to continue to offer these payment services as the City continues to implement the Tyler Enterprise Resource Planning (ERP) software.

DISCUSSION

The City continues to implement new ERP software as part of the multi-year ERP project, with this new software owned and maintained by Tyler Technologies, Inc. The City was informed by Tyler in the last twelve months that they will cease to support the City's current payment processor, Paymentus, choosing instead to offer its customers with its own payment processing service that fully integrates with the Tyler software.

This agreement would initially enable the City to accept credit and debit card payments for the lunching of the Tyler Enterprise Planning and Licensing (EPL) phase of the ERP project, anticipated to go live in summer 2025, and would allow a number of miscellaneous fees and charges invoiced via general billing in the City's main ERP system, such as special event permits, alcohol compliance fees, rental invoices, emergency response reimbursements and other miscellaneous items in a Payment Card Industry Data Security Standard (PCI) compliant manner as currently these fees can only be paid via cash or check. Furthermore, this agreement will ensure that the City is able to continue to offer these payment services with a fully integrated and supported vendor when the City launches the Tyler Utility Billing module in late 2027.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a

modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

Under this agreement, and in line with Council direction provided in July 29, 2021, further updated on February 20, 2024 any processing fees payable to Tyler for payment processing services, including the fees earned by the credit card providers themselves (Visa / Mastercard) are charged by the payment processor directly to the individual or organization that chooses to make payment using credit / debit or e-check.

The timing of these customer charges will depend on when the City implements each of the remaining ERP phases and then interfaces with Tyler Payments to provide payment processing services. There are no plans to integrate Tyler Payments with the City's legacy systems.

When the City launches Tyler Enterprise Planning and Licensing (anticipated Summer 2025)

- Customers who choose to pay for their business license, planning permit or general bill will be charged a service fee of 3.75%, with a minimum charge of $2.50.
- e-Checks will be $1.00 per transaction.

When the City launches Tyler Utility Billing (anticipated to be late 2027)

- Customers who choose to pay their utility bill via credit / debit card will be charged a service fee of 2.95% of the transaction, with a minimum charge of $2.50.
- e-Checks will be $1.00 per transaction.

This agreement does include pricing for two physical card processors (card readers) that may be purchased during the term of this agreement. There are sufficient appropriations within the City's operating budget to cover this minor expense. The City has already purchased card readers that will integrate with Tyler Payments, purchased under separate ERP agreement A-8767.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on April 22, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Oxnard Payments Quote
2. Tyler Payment Processing Agreement A-8584

Payment Processing Agreement

This Payment Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the City of Oxnard, California (the "Merchant").

1. ACKNOWLEDGEMENTS

   a. By executing this Processing Agreement, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

   b. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

   c. To the extent elected in the Investment Summary attached hereto as Exhibit C, Tyler will provide Merchant with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant's Originating Depository Financial Institution (ODFI) as agreed to in the Investment Summary. ACH Transactions and Card Transactions may collectively be referred to as "Transactions."

2. MEMBER BANK AGREEMENT REQUIRED

   a. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler. If Merchant accepts American Express, then Merchant agrees that the terms of Exhibit A shall apply.

   b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.

   c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

COUNCIL APPROVED
5/6/25 L.5
DATE

a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for ACH Transactions shall be paid by Merchant in accordance with the Member Bank Agreement.

d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

a. Investment Summary. Merchant agrees to pay Tyler the fees set forth in or attached to the Investment Summary for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Investment Summary. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit B attached hereto and incorporated herein.

b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Investment Summary.

c. Payment of Fees.

i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Investment Summary and will be charged at the time of the transaction to be

deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.

ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Investment Summary, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees (e.g. hardware, maintenance, etc.), Tyler shall invoice Merchant as set forth in the Investment Summary. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

iii. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Investment Summary to the end user. Unless otherwise set forth in the Investment Summary, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by

law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

8. REPRESENTATIONS AND WARRANTIES

a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

b. Compliance with Laws and PCI DSS. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations. Merchant shall comply with PCI DSS version 4.0 and any more current versions or amendments thereto,

including, without limitation, any relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.

c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.

d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.

e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.

f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant.

b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association

Rules including without limitation any election to apply custom fee structures or customer surcharges.

c. Intellectual Property.

i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter

imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Investment Summary; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b). Notwithstanding the foregoing, Tyler may elect to cease providing payment processing services upon the termination or expiration of Tyler's other agreement with Merchant to provide Tyler software or services.

b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).

i. For purposes of this Section, "Cause" means either:

A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

C. breach of Section 7; or

D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Investment

Summary) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.

g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.

k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to

the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.

o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.

b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

f. Member or Member Bank means an entity that is a member of the Associations.

g. Investment Summary means a document listing the pricing associated with this Processing Agreement.

h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.

k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

[Signatures on next page]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Processing Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Tina Mize

Name: Tina Mize

Title: General Counsel, Public Administration Group

Date: April 24, 2025

City of Oxnard, California

By:

Name: Luis A. Mc Arthur

Title: Mayor

Date: May 6, 2025

ATTEST:

Lourdes A. López, City Clerk (only if Mayor signs) — Date: 5/6/2025

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — Date: 5/1/2025

Exhibit A

American Express Sponsored Merchant Terms ("SMT")

1. Compliance. If Merchant, also referred to herein as "Sponsored Merchant," accepts American Express cards as a form of payment processed through Tyler's electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.

2. Merchant Operating Guide. Merchant agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.

3. Re-directing Prohibited. Merchant agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.

4. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.

5. Third-Party Beneficiaries. Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.

6. Definitions. Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Merchant or the American Express Merchant Operating Guide.

Exhibit B

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit B is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the "Processing Agreement").

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

    a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Investment Summary and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Investment Summary.

    b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Investment Summary) ("Equipment") to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.

    c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Investment Summary. If an address for delivery is not expressly designated in the Investment Summary, such Equipment will be delivered to Merchant's address otherwise set forth in the Investment Summary. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.

    d. Rights and Restrictions. Tyler shall process payments received from Merchant's Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler's designee into the Payment Services Devices. Merchant agrees that all of Merchant's over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant's business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii)

all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.

e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED
Tyler will sell to Merchant the Equipment identified in the Investment Summary, free and clear of all liens and encumbrances, expect that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

a. Tyler will rent to Merchant the Equipment identified in the Investment Summary, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Investment Summary or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of $250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.

b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.

c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

Exhibit C
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Processing Agreement. This Investment Summary is effective as of the Effective Date.

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Amend Blanket Purchase Order with Fleet Services, Inc. for Medium and Heavy Duty Equipment Parts and Supplies.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to increase the not-to-exceed amount for the Blanket Purchase Order with Fleet Services, Inc. from $750,000 to $1,250,000 and extend the term through November 30, 2027, for medium and heavy-duty equipment parts and supplies.

(This item did not originate in Committee, as this is an extension of a blanket purchase order previously approved by City Council.)

BACKGROUND

Original Blanket Purchase Order

The Purchasing Division issued Request for Bid (RFB) No. PW 23-30 on September 8, 2022, with a closing date of September 23, 2022. The City received two responses: one from O'Reilly Auto Enterprises, LLC (doing business as O'Reilly Auto Parts) and the other from Fleet Services, Inc. Upon review, the City determined that Fleet Services, Inc. was the lowest responsive bidder. Fleet Services, Inc. meets all City contractual requirements, including possession of a valid City business tax certificate, current insurance certificates, and an active corporate filing with the California Secretary of State. Fleet Services, Inc. offers discount pricing off list price on its full line of products and is able to provide same-day delivery on most of its products.

At the November 15, 2022, City Council meeting, the Blanket Purchase Order (BPO) with Fleet Services, Inc. was approved for $750,000, with an initial term of three years ending November 30, 2025 and an allowance for two one-year extensions. A Blanket Purchase Order is an agreement established with a vendor to fill repetitive needs for goods, such as automotive parts, and is allowed pursuant to the Purchasing Policy Section 4-43. Any BPOs over $220,000 shall be approved by the City Council.

General Fleet Information

The Fleet Services Division of the Public Works Department is responsible for managing, maintaining, and repairing the City's fleet of 977 vehicles and pieces of equipment, which are collectively valued at over $57 million as of September 4, 2025. This includes preventive maintenance, comprehensive inspections, and light to heavy repairs on various systems, such as suspension components, cooling system, engine, and hydraulic system, to ensure the safety, reliability, and operational readiness of the City's fleet assets.

In addition to passenger vehicles and light-duty trucks, the City's fleet includes approximately 217 medium- and heavy-duty trucks and trailers. This equipment includes, but is not limited to, refuse trucks, dump trucks, semi-tractor trailers, and specialized fire apparatus. To ensure timely and effective maintenance and repairs, staff must be able to procure both

Original Equipment Manufacturer (OEM) parts and aftermarket parts that meet or exceed OEM specifications and warranties. Access to both OEM and high-quality aftermarket components is essential to maintaining the fleet's reliability, safety, and longevity in addition to ensuring proper day-to-day operations in Divisions such as Environment Resources. Without a sufficient amount of operational trucks, trash does not get picked up.

DISCUSSION

The Fleet Services Division requests a $500,000 increase to the current BPO, raising the not-to-exceed amount to $1,250,000. This increase will fund the two one-year extensions (December 1, 2025–November 30, 2027), which were not included in the original $750,000 amount approved by City Council on November 15, 2022 (staff report attached for reference). Although Council approved the allowance for two one-year extensions, the base term of the agreement concluded on November 30, 2025. We are requesting an extension through November 30, 2027, as originally intended. Fleet Services, Inc. continues to provide excellent customer service and parts delivery, which they have provided to the City for over eight years. Furthermore, Fleet Services, Inc. has verified lower costs than its competitors.

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

The total cost for this amended Blanket Purchase Order with Fleet Services, Inc. shall not exceed $500,000 for a new total not to exceed $1,250,000 through November 30, 2027. Funding will commence in Fiscal Year 2025-26 and the budget is included in the Fleet Services Fund (741) adopted budget for Fiscal Year 2025-26. Subsequent fiscal year funding will be requested in the annual budget process. The following table shows actual spending for previous years and estimated spending for this amendment.

Spending Plan with Fleet Services, Inc.							
Account Number	**FY 22-23 Actuals***	**FY 23-24 Actuals***	**FY 24-25 Actuals***	**FY 25-26 Estimated**	**FY 26-27 Estimated**	**FY 27-28 July - Nov Estimated**	**TOTAL**
7413750-52110	$116,900*	$ 224,000*	$189,500*	$280,000	$280,000	$159,600	$1,250,000

**for reference only*

COMMITTEE OUTCOME

This item did not originate in Committee as it is related to routine and recurring maintenance necessary to keep public facilities operable.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Fleet Services, Inc. Price List (September 8, 2025)
2. November 15, 2022 Staff Report

Fleet Services, Inc.

Price List

Medium and Heavy Duty Equipment Parts and Supplies Parts List

Item #	Description	Part #	UOM	Unit Price	Available for same day delivery? Y/N	Lead time if not available for same day delivery
Brakes						
1	Brake Shoe Kit	GG4711QJ	Each	$149.08	Y	
2	Drum	66854F	Each	$301.15	Y	
3	Brake Shoe Kit	GG4707QJ	Each	$109.19	Y	
4	Drum	56864F	Each	$170.12	Y	
5	30/30 Brake Can	GC3030	Each	$125.61	Y	
6	Brake Pad Kit	KIT15625PM	Each	$551.84	Y	
7	Brake Rotor	3218Z156	Each	$337.88	Y	
Maintenance						
8	Oil Filter	LF9009 or P553000	Each	$41.36	Y	
9	CNG Filter	NG5900 or P550735	Each	$61.46	Y	
10	Air Filter	AF25139M or P527682	Each	$74.36	Y	
11	High Pressure CNG	FLTRF	Each	$44.12	Y	
12	High Pressure CNG	FLTR48A or 20103412	Each	$62.29	Y	
13	Air Dryer	R950048	Each	$231.1	Y	
14	Spark Plug Kit	5473009	Each	$59.72	Y	
15	Serpentine Belt	25080926	Each	$82.5	Y	
16	Air Filter	AH19056	Each	$262.87	Y	
Electrical						
17	Battery Group 31	31-950 (stud) or Equivalent	Each	$124.00	Y	
18	Spot Light- LED	E92005	Each	$55.80	Y	
19	Starter- 39MT	8200433	Each	$522.18	Y	
20	Headlight (Autocar#)	A8360067-001	Each	$329.79	Y	
21	Speed Sensor	29543432	Each	$148.85	Y	
22	Alternator	8600232	Each	$747.67	Y	
			Delivery Charge	0.00		
			Other Costs (List)	0.00		
			Total Amount	4592.94		

General Percentage Discount Price (off list pricing) for items not shown	20-50%

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: November 15, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Approve Purchase Order with Fleet Services, Inc. for Medium and Heavy Duty Equipment Parts and Supplies.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with Fleet Services, Inc. in an amount not to exceed $750,000 for a three-year term, with two one-year extensions upon agreement by both parties, beginning December 1, 2022 and ending November 30, 2025, for medium and heavy duty equipment parts and supplies.

(Public Works and Transportation Committee approved 2-0.)

BACKGROUND

The Fleet Services Division of the Public Works Department performs maintenance and repairs on the City's 946 fleet vehicles and equipment valued at over $51 million. This includes preventive maintenance, comprehensive inspections and light to heavy repairs.

In addition to passenger vehicles and trucks, the City's fleet includes approximately 100 heavy duty trucks and trailers, including but not limited to refuse trucks, dump trucks and semi-tractor trailers. In order to properly maintain these, staff needs the ability to acquire Original Equipment Manufacturer (OEM), unused, non-remanufactured parts in addition to aftermarket parts.

Currently, these parts have been procured through the City's Agreement A-8149 with Autozone. Autozone primarily sells auto and light truck parts. These specialized truck parts to repair the City's medium/heavy duty trucks are outsourced by Autozone and sold to the City with a markup cost. Fleet Services, Inc. specializes in these unique parts and obtains their parts direct from suppliers resulting in cost savings and faster lead times.

DISCUSSION

A Request for Bid (RFB) PW 23-30 was issued by the Purchasing Division on September 8, 2022, with a closing date of September 23, 2022. The City received two responses to the RFB; O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts and Fleet Services, Inc. As a result of the RFB, the City determined Fleet Services, Inc. to be the lowest responsive bidder. Fleet Services, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

Fleet Services, Inc. offers discount pricing off list price on their full line of products and is able to provide same day delivery on most of their products.

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

The total cost for this Purchase Order with Fleet Services, Inc. shall not exceed $750,000 through December 1, 2025. Funding will begin in Fiscal Year 2022-23 and has been considered in the budget process. The following table shows the estimated spending plan for this Purchase Order. There are sufficient funds in the Fleet Services Fund (741) for Fiscal Year 2022-23. Subsequent fiscal year funding will be requested in the annual budget process.

Estimated Spending Plan with Fleet Services, Inc.					
Account Number	**FY 2022-23**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**	**TOTAL**
741-7501-853.8121	$ 145,000	$ 250,000	$ 250,000	$ 105,000	$750,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on October 25, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jose Arreola, Fleet Services Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Fleet Services, Inc. Price List

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600089 with David Volz Design Landscape Architects, Inc. DBA DVD Creative for Landscape Architecture Services for the Seaview Park Improvement Project, Specification #25-108.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with David Volz Design Landscape Architects, Inc. DBA DVD Creative, for a total contract amount not to exceed $295,743 with a term from November 5, 2025, through September 21, 2027, with the option for two consecutive one-year extensions ending September 21, 2029, for professional landscape architectural Services for the Seaview Park Improvement Project (C1311).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement program budget, which was previously approved by the City Council.)

BACKGROUND

Seaview Park is a neighborhood park facility in the Seaview neighborhood. Engagement with the nearby resident stakeholders provided City staff input for the development of new park amenities for recreation as part of the existing City Council-approved Capital Improvement Program (CIP) project. These include a new playground, a new public restroom, and an exercise trail. Through direct community engagement via the Seaview Neighborhood Council, the following specific features were identified to be the top opportunities/priorities for the existing CIP project:

- Add new playground equipment with a necessary landscape retaining wall around the play area,
- Install a new Exceloo prefabricated restroom unit,
- Install new low-level lighting in the park,
- Construct/install gazebo with picnic tables, benches, and barbecue units,
- Install shade covers over certain picnic areas, and
- Construction of a new continuous walking trail around the park perimeter with water-efficient landscaping.

The Exeloo restroom unit referenced above that is planned to be installed at Seaview Park was previously purchased by the City. There are limited existing design documents developed in 2021 by an engineering firm with supporting infrastructure needed to install the Exeloo unit at Seaview Park, albeit at a different location than what is presently being considered at the request of the community. The engineering documents and data from that effort will be provided to David Volz Design Landscape Architects, Inc. (dba "DVD Creative") for their use in developing the design for the new park improvements.

Capital Improvement Program (CIP) Reference:

Project No. **C1311** – Seaview Park Improvements - CIP 2025-2029 - Adopted June 4, 2024– Page 88.

DISCUSSION

The specific scope of work for this Agreement with DVD Creative includes developing Plans, Specifications, and Estimates ("PS&E"), in preparation to solicit the project for construction. The following tasks were outlined in the RFP:

1. Program Management
2. Permitting
3. Schematic Design
4. Design Development
5. Final PS&E
6. Operations & Maintenance Plan
7. Public Engagement
8. Bid and Award Phase Services
9. Construction Phase Services

On April 7, 2025, the Purchasing Department published a Request for Proposals (RFP) to seek professional services for architecture and engineering design for the Seaview Park Improvements project. All proposals were due on May 28, 2025, and the City received a total of seven proposals.

To begin the selection process, a selection panel consisting of the Assistant Director of Public Works, Engineering Division Manager, and two Project Managers initially evaluated and scored all seven proposals using a standardized system. Following this, the top three highest-scoring firms were invited to interview with the selection panel on July 8, 2025, and July 9, 2025, for final selection. Following the interview, the selection panel ultimately found DVD Creative the most qualified firm to provide architecture/engineering professional services for the project. Staff have also confirmed that DVD Creative meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this agreement with David Volz Design Landscape Architects, Inc. DBA DVD Creative shall not exceed $295,743 for the Seaview Park Improvement Project. The Seaview Park Improvement Project (C1311) has an available project funding of $1,969,108 from the Quimby Fund (Fund 351, Sub-Fund 8131), which is sufficient to fund this agreement.

Project	Funding Number	Fund Name	Total Available Project Budget
Seaview Park Improvements Project (C1311)	Fund 351 Sub-Fund 8131	Quimby Fund	$1,969,108
		Total Available Budget	**$1,969,108**

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600089

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC. DBA DVD CREATIVE

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of David Volz Design Landscape Architects, Inc., dba DVD Creative ("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. **[INTENTIONALLY OMITTED]**

2. **SUMMARY DESCRIPTION OF SERVICES.**
   Architectural Design Services for the Seaview Park located at 951 Offshore Street, Oxnard, for the Cit of Oxnard.

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.

   David Volz Design Landscape Architects, Inc., dba DVD Creative, a corporation of the State of California, located at 151 Kalmus Drive, M8, Costa Mesa, CA 92626.

4. **TERM OF AGREEMENT:** From: November 5, 2025 To: September 21, 2027.

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (2) 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 four (4) 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:** $295,743.00.

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-A
   Exhibit D: Reserved
   Exhibit E: Living Wage Policy
   Exhibit F: Prevailing Wage Policy

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:

City Designated Representative	Consultant Designated Representative
Name: Niousha Mohammadi Title: Project Manager Phone: (805) 385-7832 Email: Niousha.Mohammadi@oxnard.org Address: 305 W. Third St., 2nd Floor Oxnard, CA 93030	Name: Eric Sterling Title: President Phone: (714) 641-1300 Email: esterling@dvolzdesign.com Address: 151 Kalmus Dr., Ste M8 Costa Mesa, CA 92626

8. **CONTRACTUAL PREREQUSITIES.** 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.

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: **pwengineeringap@oxnard.org**.

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 four (4) 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

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. **[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.

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.

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 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 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.

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.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **[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.

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 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, 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.

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]

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

☐Luis A. Mc Arthur, Mayor[1] Date
☐Jennifer Hiraoka, Purchasing Manager[2]

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., dba DVD CREATIVE

Eric Sterling, President Date

Jamie Graham, Secretary [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

[3] The City requires the following for any contract:

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

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and David Volz Design Landscape Architects, Inc., Dba David Volz Design)

SCOPE OF SERVICES

PROJECTMANAGER: Niousha Mohammadi /805-385-7832/ niousha.mohammadi@oxnard.org.

This work includes the development of schematic design options (2 minimum) for the improvements at Seaview Park. The Consultant shall be responsible for the schematic design submission and selection through the final approved construction documents. The schematic design shall include architectural design, electrical design, landscape design, and civil engineering design. The Consultant shall be responsible for specifications for architectural, landscape and electrical, and civil engineering as well as cost estimating, assistance in preparation of bid documents, construction administration, and the development of an Operations and Maintenance (O&M) Manual for the project. The Consultant shall be responsible for responding to RFI/RFCs and reviewing and responding to Submittals in the construction phase of the project as well as reviewing and responding to construction submittals.

This work includes the development of schematic design options (2 minimum) for the improvements at Seaview Park.

The Consultant shall be responsible for the schematic design submission and selection through the final approved construction documents. The Consultant shall attend a community outreach meeting to present the preliminary design with options for the community to consider. Based on the feedback from the community and the feasibility of the design, the Consultant shall implement these recommendations into the design.

Task 1: <u>Program Management</u>

1. **Project Management:** The Consultant shall coordinate all efforts of the project team, including representatives from various City of Oxnard (the City) departments. The Consultant will facilitate regular project progress meetings and provide written updates on the project's status and budget.

2. **Project Kick-off Meeting:** At the project's commencement, the Consultant will facilitate a "kick- off" meeting with City staff to discuss project scope and parameters. A draft agenda must be prepared and distributed for review and

comments by the City before the meeting. Meeting minutes must be prepared and distributed within three (3) business days of the meeting.

3. **Progress Meetings**: The Consultant must budget for weekly meetings with the City for the duration of the project. Responsibilities include developing meeting information and agendas beforehand, and preparing and distributing meeting minutes and a complete action tracking log within three (3) business days following each meeting.

4. **Project Schedule:** The Consultant shall develop a project schedule that encompasses schematic design, design development, final plans, specifications, and estimates (PS&E), bid/award support services, and the construction phase. Note: The schedule should be submitted with the proposal and updated within two (2) weeks of the kickoff meeting.

5. **Project Communication:** The Consultant will create a communications protocol for all team members, to be submitted within one (1) week of starting the project. This protocol must include standard project communication, emergency protocols, and monthly updates for the City's social media notices, flyers, and website.

6. **Project Coordination:** The Consultant will coordinate the services of all sub-consultants, including site visits and inspections, while ensuring seamless integration with City operations, the project manager, engineering staff, and other key stakeholders.

7. **Quality Assurance and Quality Control (QA/QC):** Within two (2) weeks of project commencement, the Consultant will develop a QA/QC plan for all submittals. This plan must detail staff responsibilities for design and documentation reviews, as well as methods for incorporating the City's review comments.

8. **Invoicing:** The Consultant will submit monthly invoices that cover pre-design activity, schematic design, design development, and construction document (50%, 90%, and 100%), including permits, bid and award, and construction administration.

   Invoices must be accompanied by all supporting documentation in a format acceptable to the City. Any amended invoices must reflect the date of the revised revision. Invoices will be delivered electronically to the Project Manager at Niousha.mohammadi@oxnard.org. A sample of progress payment documentation will be provided to the awarded Consultant for submitting and approving payments throughout the project's duration.

Task 2: Permitting

Any permits deemed the responsibility of the City shall be obtained by the Consultant on the City's behalf. This shall include, but not be limited to, building permits and electrical permits. The Consultant shall prepare and submit all plans and supporting documentation necessary to obtain plan check and permit approvals for all required permits. The City will provide payment
for all permit fees or if asked by the City the Consultant will pay the permit fees and submit invoices as reimbursable with receipts on the next progress payment.

Task 3: Schematic Design

1. Develop a minimum of two (2) schematic design options in accordance with Section 5.0 of this document. This may include photo-renderings, illustrations and 3-D drawings.
2. Design Development Coordination: Work with the City's project team for design development, review, and discussion. This includes creative design workshops during the schematic design phase at kickoff and at 70% design completion with the Project Team.
3. Develop a strategy plan to identify opportunities and challenges, and budgets for each improvement element.

Deliverable: The schematic design package shall include three (3) hard copies of schematic plans, renderings, and palettes, as well as electronic versions.

Task 4: Design Development

Upon the project team's approval and acceptance of the schematic design and costs, the Consultant shall proceed with Design Development. This phase shall further refine the designs and identify all key construction systems, materials, and critical coordination issues.

The Consultant firm shall continue to develop the selected Schematic Designs, focusing on key construction elements and initiating the PS&E (Plans, Specifications, and Estimates) process. Tasks shall include:

1. **Design Development:** Further develop the design to define the character and construction methods for all key construction elements.
2. **Detailed Documentation:** Provide comprehensive documentation of all elements within the scope of work, including full specifications. Once the City approves the design development drawings and associated costs, the Consultant shall fully document all design aspects, covering all relevant sections of technical specifications.

3. **Material Selection:** select key materials for all items mentioned in section 5. (Project description).
4. **Preparation of Plans and Specifications:** Develop plans, specifications, details, and outline specifications.
5. **Lighting and Civil Engineering Coordination:** Coordinate Lighting design with civil engineering/grading design and documentation, if necessary.
6. **Document Coordination:** Coordinate documents with specialist sub-consultants.
7. **File Preparation:** Prepare drawings and data in Revit/BIM, .dwg, and pdf formats, and provide these drawings and data to the Project Manager.
8. **100% Design Development Plans**
9. **100% Design Development Details**
10. **100% Design Development Outline Specifications**
11. **100% Design Development Cost Estimate**
12. **Meetings with Project Team:** Conduct meetings as needed with the Project Team.

Deliverables: The design development package shall include three (3) hard copies of 22" x 34" plans and specifications, as well as electronic versions.

Task 5: <u>50% and Final PS&E</u>

1. **50% and 90% Design:** Drawings and specifications from the preliminary design phase shall be modified to incorporate any remaining design changes resulting from the design development review. Drawings and specifications must be completed at both the end of the 50% and 90% design phases.

   The following tasks are to be completed:

   - Demolition plans and details
   - Architectural drawings and details
   - Civil drawings and details (grading and public improvements)
   - Structural drawings and details
   - Electrical drawings (equipment, instrumentation) and details, including coordinating lighting options with Parks Dept.
   - Instrumentation and control drawings
   - Complete specifications
   - LEED requirements
   - Construction cost estimate – 2 iterations
   - Incorporation of all plan check comments from permitting authorities in the Final Design Submittal

Deliverable: 50% and 90% design package shall include three (3) hardcopies of 22" x 34" plans and specifications along with electronic versions.

2. **Final Design Submittal:** During the final design phase, all comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will serve as the bid set. Tasks include:
    - Production of final architectural and engineering drawings in PDF, CAF, and BIM formats
    - Production of final architectural and engineering specifications
    - Preparation of an estimate of probable construction cost for the 100% design package. The final 100% cost estimate shall be transmitted with the final 100% design package.

Deliverable: Final drawings shall be signed and sealed by a professional engineer and a professional architect registered in the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and an electronic copy of the final design package in PDF format for bid purposes. All drawings shall be prepared using the latest version of Revit/BIM, and .dwg files shall be delivered to the City as part of the final submittal.

Task 6: <u>Operations & Maintenance Plan</u>

The Consultant shall establish an operation and maintenance (O&M) plan for the material upgrades, including:

1. **O&M Manual Development:** Research and develop a comprehensive O&M manual for all materials used detailing maintenance tasks and frequencies.
2. **Maintenance Specifications:** Specify all necessary maintenance items, the frequency of maintenance activity, and describe any specialized equipment needed to perform maintenance tasks.
3. **Draft Manual Costs:** The draft manual should include an approximate cost of O&M and outline how these costs relate to the design life of the project.
4. **Final Manual Incorporation:** Incorporate all comments and feedback from the City's team into the final O&M prior to delivery, including any necessary updates to the approximate O&M costs.

Deliverable: The draft O&M manual shall be submitted electronically no later than the end of Task 4. The final O&M manual shall be submitted electronically and shall include three (3) hard copies and will be submitted along with Task 5 – Final PS&E.

Task 7: <u>Public Engagement</u>

The Consultant shall perform all necessary work to conduct focused meetings and/or presentations and engagement that may include up to two (2) City-sponsored meetings with adjacent property owners and businesses with the goal of the Consultant communicating the overall design concepts, providing the interested parties with specific details of street and landscape design, as well as documenting any feedback for reference of the City's Project Manager.

The presentations shall include the following but not limited to, perspectives, designs, sketches, lighting, playground equipment layout, and other required improvements and replacements of park amenities using renderings as necessary to indicate the architectural and landscaping character of the project. The Consultant shall prepare project flyers in English and Spanish and coordinate with City's Communication staff for approval.

Task 8: <u>Bid and Award Phase Services</u>

The Consultant shall assist the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. **Response to RFIs and RFCs:** The Consultant shall respond to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Written responses to questions shall be provided within two (2) business days of receipt during the bidding process, formatted as a short memorandum that includes both the question and response.

2. **Addenda Incorporation:** The Consultant shall incorporate all addenda issued during the bid period into a confirmed set of contract documents.

3. **Bid Meeting:** Attend a bid meeting (via tele-conference) if determined necessary by City staff.

4. **Bid Review and Recommendations:** The Consultant shall review submitted bids and provide recommendations to City Staff.

Task 9: <u>Construction Phase Services</u>

The Consultant shall assist the City during the Construction phase. Construction phase assistance shall include, at a minimum, the following:

1. **Response to RFIs and RFCs:** The Consultant shall respond to requests for information (RFIs) and requests for clarification (RFCs) received during the construction period. Written responses to questions shall be provided within two (2) business days of receipt.

Submittals: The Consultant shall review and approve or reject the construction submittals as it pertains to the design within two (2) business days of receipt

EXHIBIT B

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

SCHEDULE OF COMPENSATION

SCOPE OF SERVICES		DD $200	SLA $175	SLD $155	PD $120	AD $110	Total Hrs	Fee
Task 1 –	Program/Project Management		48			32	80	$ 11,920
Task 2 –	Schematic Design	36	76		32		144	$ 24,340
Task 3 –	Public Engagement		8	8	16	4	36	$ 5,000
Task 4 –	Design Development	40	40		64		144	$ 22,680
Task 5 –	Construction Documents	32	164	64	148	24	432	$ 65,420
Task 6 –	Operations & Maintenance Plan	2	2		32		36	$ 4,590
Task 7 –	Bid and Award Phase Services	2	2		2	2	8	$ 1,210
Task 8 –	Construction Period Services	16	32		16	12	76	$ 12,040
		128	**372**	**72**	**310**	**74**	**956**	**$ 147,200**

Ware Malcomb Civil Engineering	$ 113,229
VELA Electrical Engineering	$ 11,914
SKA Structural Engineering	$ 11,500
LGC Geotechnical Engineering	$ 6,900
Reimbursable expenses, printing, copying, postage, etc.	$ 5,000
TOTAL PROPOSED DESIGN FEE	**$ 295,743**

HOURLY RATES SCHEDULE

Principals	$230/hr
Director of Design	$200/hr
Senior Landscape Architects	$175/hr
Landscape Architect	$160/hr
Plan Check	$160/hr
Senior Landscape Designer	$155/hr
Landscape Designer	$140/hr
Project Designer/CADD Technicians I, II, III	$110, 120, 130/hr
Administration	$110/hr

1. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.

2. See the sub consultant proposals attached for proposed services and additional excluded services.

3. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
   - Printing, copying, scanning, graphic, photography and reproduction services
   - Delivery, shipping and courier charges
   - Subconsultant fees and expenses
   - Agency fees, permits, plan check and inspection fees

4. The reimbursable allowance will only be billed as-needed.

5. Monthly invoices that will be submitted are part of the NTE $295,743.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and David Volz Design Landscape Architects, Inc., dba DVD Creative)

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH 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;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 <u>and</u> CG 2037).**

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

Exhibit INS-A

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 notice of cancellation.**

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] 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** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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 30 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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

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:

1. **INSURED.** The City, its officers, agents, employees and volunteers 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 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 Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 462500-4299 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: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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:

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 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 462500-4299 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 _____

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and David Volz Design Landscape Architects, Inc., dba DVD Creative)

RESERVED

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and David Volz Design Landscape Architects, Inc., dba DVD Creative)

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 $20.06 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

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 $20.06 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.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and David Volz Design Landscape Architects, Inc., dba DVD Creative)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq.

concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the

written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Multiple Agreements for On-Call Structural Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of two years from November 10, 2025, to November 9, 2027, with an option for three consecutive one-year period extensions ending November 9, 2030, for on-call On-Call Structural Engineering Services:

1. Agreement 32600139 with IDS Group, Inc., for a total amount not to exceed $1,000,000.00;
2. Agreement 32600140 with m6 Consulting Inc., for a total amount not to exceed $1,000,000.00; and
3. Agreement 32600141 with T.Y. Lin International, for a total amount not to exceed $1,000,000.00.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed and/or technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills, experience, and sometimes peak workload times of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The services covered under this request apply to projects involving public buildings, housing, public works infrastructure, public parks, and such other facilities as may be required by the City. Examples of services provided include feasibility/concept plan studies and recommendations, preliminary design reports, evaluation of structures for repair and/or replacement, oversight of subconsultants, preparation of construction plans, specifications and estimates, review and respond to plan check review comments, research of utilities and as-builts, on-site visits, review of submittals, shop drawings and test results, respond to RFIs, draft change orders and review pay estimates, and performance of seismic and/or professional structural engineering inspections.

This is the first instance Oxnard has issued structural engineering design-specific professional on-call agreements. As such, the historical usage costs for these services are difficult to separate from previous general structural contract expenditures. Over the next several years, it is anticipated that an increasing amount of structural engineering design services will be needed to support CIP projects (e.g., Facilities-related structural repairs, seismic analyses, etc.). The projected agreement amount per vendor, $1,000,000, should conservatively be sufficient to cover the anticipated needs in the current and near-future CIP; the actual amounts used may be less, and the next year or two will provide usage data so future agreement values may be adjusted.

DISCUSSION

On May 1, 2025, the Purchasing Division issued a Request for Proposals (RFP) 25-124 for On-Call Structural Engineering Services. Outreach efforts included publication on www.PublicPurchase.com and posting on the City's Purchasing website. The deadline for proposal submissions was June 25, 2025, and the City received a total of 5 proposals.

A rating and selection process of the proposals was then performed by a panel that consisted of a Senior Civil Engineer, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy. The three recommended firms are:

IDS Group, Inc.
m6 Consulting Inc.
T.Y. Lin International

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the three recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Services under these agreements will be acquired on an as-needed basis, with individual task orders issued for each identified work requirement (task). These will be issued and managed by the Project Manager (PM) assigned to the project. Once a new requirement is identified, all contractors will be provided the Task Order requirement on which to provide a proposal, if they so choose. The contractors will then submit their respective proposals, which will include a description of the scope of work to be performed, the method by which the consultant plans on completing the work, and a cost and schedule for completion. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work. Once the City has received all proposals, it will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for each agreement shall not exceed $1,000,000 for up to five years if all options to extend are exercised. Funding for individual tasks will be sourced from projects identified in the City Council-approved CIP or, on rarer occasions, for City Divisions with non-CIP project requirements (e.g., Parks division for structures at City parks). The respective Project Manager will ensure sufficient funding is available in the approved budget for related tasks before initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 14, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the October 14, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600139
2. Agreement 32600140
3. Agreement 32600141

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND IDS GROUP, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of IDS Group, 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. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

The Consultant shall provide structural engineering design services for City of Oxnard projects involving public facilities such as buildings, infrastructure systems, parks, and housing. Services may include feasibility studies, schematic and design development, structural calculations, preparation of construction documents and cost estimates, permit coordination, and construction phase support. The Consultant may also perform field investigations, respond to RFIs, review submittals, and conduct site visits. All work will be assigned through specific Task Orders issued by the City, which will define the scope, schedule, and compensation for each project.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

IDS Group, Inc., a corporation of the State of California, located at 1 Peters Canyon Rd., Suite 130, Irvine, CA 92606.

4. **TERM OF AGREEMENT:** From: November 10, 2025 To: November 9, 2027

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (3) 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:** $1,000,000.00 [1]

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 and Task Order Template
   Exhibit B: Schedule of Compensation
   Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
   Exhibit D: [RESERVED]
   Exhibit E: Living Wage Policy
   Exhibit F: Prevailing Wage Policy
   Exhibit G: Iran Contracting Certification

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

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the “Not to Exceed” Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Name: Said Hilmy, PhD, PE, SE, LEED AP Title: Principal/Contract Administrator Phone: 949-387-8500 X116 Email: said.hilmy@idsgi.com Address: 1 Peters Canyon Road, Suite 130, Irvine, CA 92606

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in "Exhibit A" and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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: **pwinvoices@oxnard.org**.

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 of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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. [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 T 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.

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 and Task Orders 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.

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 or Task Order; 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 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 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.

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.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to "Exhibit F" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran

described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as “Exhibit G.”

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 or Task Order 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.

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 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 or Task Orders 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, 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.

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]

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

☐Luis A. Mc Arthur, Mayor [2] Date
☐Jennifer Hiraoka, Purchasing Manager [3]

ATTEST:

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

APPROVED AS TO FORM:

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

IDS GROUP, INC.

Said Hilmy, President Date

Rami Elhassan,
Assistant Secretary,[4] Date

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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.

EXHIBIT A

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

SCOPE OF SERVICES

PROJECT MANAGER:
Name: Petros Gazazyan
Phone: (805) 509-9110
Email: petros.gazazyan@oxnard.org

General Scope of Work:

Structural Engineering Design Services Consultant (Consultant) shall provide structural engineering design services for projects involving public buildings, housing, public work infrastructure, public parks, and such other facilities as may be required by the City of Oxnard (City). Projects shall include, but not limited to, feasibility/concept plan studies and recommendations; preliminary design reports; evaluate structures and provide structural design and/or construction services for construction, repair, and replacement of structures; oversight of applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); review and respond to plan check review comments for building permit applications; research of utilities and other records; during construction, perform periodic on-site visits of work to determine status, quality, integrity, timeliness and compliancy of performed work; review material submittals, shop submittal drawings and test results; respond to RFIs; draft change orders; and review pay estimates; perform seismic and/or professional structural engineering inspections, evaluations, engineering calculations, and reviews of specifications and construction documents, and such other services as may be required by the City.

Structural Engineering Design Services shall be provided by the Consultant on projects as authorized and directed by City under a duly executed and approved Task Order. The task order proposal shall identify a concise schedule for completion of the task order (Task.) It is the Consultant's responsibility to determine the best and most cost-effective method to complete the Task so that the assigned task order can be completed to the satisfaction of the City. Task orders shall be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on the quote provided to the City by Consultant per task order.

Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services will be performed on

any specific project until the City has issued a signed Task Order to the Consultant for that particular project.

Work Tasks:

Upon request by City, Consultant shall perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:
SCHEMATIC DESIGN:

- Meet with the Architect, Contractor and Owner to discuss requirements for schematic structural design.
- Review existing site conditions and Owner-provided soils report.
- Provide conceptual structural system design.
- Provide feasibility studies of project alternatives.

DESIGN DEVELOPMENT:

- Preliminary foundation and retaining wall design.
- Preliminary structural system design, including sections, initial member sizes, and basic structural details.
- Draft specifications.
- Meetings with Architect and Contractor as required for coordination.
- Perform field investigations and design surveying.

CONSTRUCTION DOCUMENTS:

- Structural drawings and calculations necessary for Building Department permit submittal.
- Revisions and coordination with City/County staff as needed for all Building Department plan check corrections.
- Structural drawings and specifications ready for bidding and construction.
- Prepare estimates (opinions of construction cost).

CONSTRUCTION ADMINISTRATION:

- Submittal and shop drawing review.
- Request for Information (RFI) support.
- Site visits during the course of construction.
- Design services during construction:
    - Review and recommend award of construction contracts.
    - Provide drafting and computer aided drafting support.
- Prepare record (“as built”) drawings.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Domestic water distribution system;
- Sanitary sewer collection system;
- Storm drainage collection system;
- Arterial, collector and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, FIRM will submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project. A sample Task Order form is attached.

Task Order proposal will identify the specific tasks to be performed by FIRM. Tasks will be listed in chronological order reflecting the entire scope of work as requested by CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals will contain the names and titles of FIRM'S personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals will contain a project schedule indicating the various tasks and estimated time required to complete each task. FIRM'S project schedule will reflect all work to be performed by FIRM from initial execution through completion.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

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

SCHEDULE OF COMPENSATION

ARCHITECTURE	
Title	**Hourly Rate**
Principal	$235.00
Associate Principal	$225.00
Senior Project Manager	$215.00
Project Manager	$200.00
Senior Architect (RA)	$195.00
Architect (RA)	$175.00
Senior Designer	$170.00
Designer	$160.00
Job Captain	$140.00
BIM Designer	$139.00
CAD Drafting	$120.00
Senior Planner	$211.00
Planner	$175.00
Sr. Landscape Architect (PLA)	$150.00
Landscape Architect (PLA)	$125.00
QA/QC Manager	$214.00
Senior Office Administration	$75.00
Administration & Accounting	$70.00

ENGINEERING	
Title	**Hourly Rate**
Principal	$235.00
Associate Principal	$223.00
Senior Project Manager	$215.00
Project Manager	$200.00
Senior Project Engineer (SE)	$195.00
Senior Project Engineer (PE)	$190.00
Engineer (SE)	$190.00
Engineer (PE)	$175.00
Senior Designer	$170.00
Designer	$160.00
BIM Designer	$139.00
CAD Drafting	$120.00
QA/QC Manager	$214.00
Senior Office Administration	$75.00
Administration & Accounting	$70.00

SURVEYING	
Title	**Hourly Rate**
Two-Person Survey Crew	$310.00
Senior Surveyor (In House)	$200.00
Lead Surveyor (In House)	$110.00

PRECONSTRUCTION/COST ESTIMATION	
Title	**Hourly Rate**
Senior Cost Estimator	$175.00
Cost Estimator	$170.00

Expenses such as, but not limited to, plan check fees, permits, inspections, testing services, title company fees, special delivery charges, plotting/ presentation boards, maps, aerial photographs, and reprographics/ illustrations that may be required for community or other stakeholder presentations shall be billed to the owner at the Consultant's direct cost.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and IDS Group, 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.

[SEE NEXT PAGES]

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH 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;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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.

1/23

Exhibit INS-A

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 notice of cancellation.**

Endorsement Forms

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

INS-A.doc

Exhibit INS-A

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] 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** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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 30 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

Rev. 1/23 INS-A.doc

Exhibit INS-A

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

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:

1. **INSURED.** The City, its officers, agents, employees and volunteers 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 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 Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 462500-4299 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: _____

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Exhibit INS-A

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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:

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 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 462500-4299 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 _____

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EXHIBIT D

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

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and IDS Group, 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 $20.06 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

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 $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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.

EXHIBIT F

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

PREVAILING WAGE

---

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a

verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT G

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

IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND M6 CONSULTING INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of m6 Consulting 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. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

The Consultant shall provide structural engineering design services for City of Oxnard projects involving public facilities such as buildings, infrastructure systems, parks, and housing. Services may include feasibility studies, schematic and design development, structural calculations, preparation of construction documents and cost estimates, permit coordination, and construction phase support. The Consultant may also perform field investigations, respond to RFIs, review submittals, and conduct site visits. All work will be assigned through specific Task Orders issued by the City, which will define the scope, schedule, and compensation for each project.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

m6 Consulting Inc., a corporation of the State of California, located at 893 Patriot Drive, Unit E, Moorpark, CA 93021.

4. **TERM OF AGREEMENT:** From: November 10, 2025 To: November 9, 2027

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (3) 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:** $1,000,000.00 [1]

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 and Task Order Template
   Exhibit B: Schedule of Compensation
   Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
   Exhibit D: [RESERVED]
   Exhibit E: Living Wage Policy
   Exhibit F: Prevailing Wage Policy
   Exhibit G: Iran Contracting Certification

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

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the “Not to Exceed” Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Name: Robert Woodward, PE, CASp Title: Principal Engineer Phone: (805) 379-1015 Email: Robert@m6ConsultingInc.com Address: 893 Patriot Drive, Unit E, Moorpark, CA 93021

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in "Exhibit A" and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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: **pwinvoices@oxnard.org**.

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 of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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. [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 T 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.

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 and Task Orders 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.

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 or Task Order; 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 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 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.

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.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to "Exhibit F" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran

described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as “Exhibit G.”

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 or Task Order 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.

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 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 or Task Orders 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, 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.

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]

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

☐Luis A. Mc Arthur, Mayor [2] Date
☐Jennifer Hiraoka, Purchasing Manager [3]

Date

ATTEST:

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

APPROVED AS TO FORM:

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

M6 CONSULTING INC.

Robert P. Woodward, CEO Date

Masoud Mahmoud, CFO,[4]

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and m6 Consulting Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: Petros Gazazyan
Phone: (805) 509-9110
Email: petros.gazazyan@oxnard.org

General Scope of Work:

Structural Engineering Design Services Consultant (Consultant) shall provide structural engineering design services for projects involving public buildings, housing, public work infrastructure, public parks, and such other facilities as may be required by the City of Oxnard (City). Projects shall include, but not limited to, feasibility/concept plan studies and recommendations; preliminary design reports; evaluate structures and provide structural design and/or construction services for construction, repair, and replacement of structures; oversight of applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); review and respond to plan check review comments for building permit applications; research of utilities and other records; during construction, perform periodic on-site visits of work to determine status, quality, integrity, timeliness and compliancy of performed work; review material submittals, shop submittal drawings and test results; respond to RFIs; draft change orders; and review pay estimates; perform seismic and/or professional structural engineering inspections, evaluations, engineering calculations, and reviews of specifications and construction documents, and such other services as may be required by the City.

Structural Engineering Design Services shall be provided by the Consultant on projects as authorized and directed by City under a duly executed and approved Task Order. The task order proposal shall identify a concise schedule for completion of the task order (Task.) It is the Consultant's responsibility to determine the best and most cost-effective method to complete the Task so that the assigned task order can be completed to the satisfaction of the City. Task orders shall be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on the quote provided to the City by Consultant per task order.

Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services will be performed on

any specific project until the City has issued a signed Task Order to the Consultant for that particular project.

Work Tasks:

Upon request by City, Consultant shall perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:
SCHEMATIC DESIGN:

- Meet with the Architect, Contractor and Owner to discuss requirements for schematic structural design.
- Review existing site conditions and Owner-provided soils report.
- Provide conceptual structural system design.
- Provide feasibility studies of project alternatives.

DESIGN DEVELOPMENT:

- Preliminary foundation and retaining wall design.
- Preliminary structural system design, including sections, initial member sizes, and basic structural details.
- Draft specifications.
- Meetings with Architect and Contractor as required for coordination.
- Perform field investigations and design surveying.

CONSTRUCTION DOCUMENTS:

- Structural drawings and calculations necessary for Building Department permit submittal.
- Revisions and coordination with City/County staff as needed for all Building Department plan check corrections.
- Structural drawings and specifications ready for bidding and construction.
- Prepare estimates (opinions of construction cost).

CONSTRUCTION ADMINISTRATION:

- Submittal and shop drawing review.
- Request for Information (RFI) support.
- Site visits during the course of construction.
- Design services during construction:
    - Review and recommend award of construction contracts.
    - Provide drafting and computer aided drafting support.
- Prepare record (“as built”) drawings.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Domestic water distribution system;
- Sanitary sewer collection system;
- Storm drainage collection system;
- Arterial, collector and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, FIRM will submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project. A sample Task Order form is attached.

Task Order proposal will identify the specific tasks to be performed by FIRM. Tasks will be listed in chronological order reflecting the entire scope of work as requested by CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals will contain the names and titles of FIRM'S personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals will contain a project schedule indicating the various tasks and estimated time required to complete each task. FIRM'S project schedule will reflect all work to be performed by FIRM from initial execution through completion.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and m6 Consulting Inc.)

SCHEDULE OF COMPENSATION

m6 Personnel Services:	Hourly*
Project Manager	$215.00
Project Engineer	$185.00
Staff Engineer	$175.00
Permit Engineer	$145.00
Civil Engineer	$185.00
Structural Engineer	$195.00
Mechanical Engineer	$185.00
Electrical Engineer	$185.00
Traffic Engineer	$225.00
Hydrology/Hydraulic Engineer	$195.00
Soils/Geotechnical Engineer	$225.00
Environmental Specialist	$195.00
City Engineer	$235.00
Principal Engineer	$255.00
Professional Land Surveyor	$235.00
Map Review/City Surveyor	$225.00
1 Man Survey Crew	$200.00
2 Man Survey Crew	$265.00
Minimum Survey Trip Charge	$950.00
Public Works Inspector	$125.00
Construction Inspector	$115.00
CAD Specialist	$145.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments.

Miscellaneous Charges:	Hourly
Administrative	$75.00
Direct Costs	Cost
Outside Reproduction	Cost
Materials & Expenses	Cost
Mileage (Portal to Portal)	Current IRS

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and m6 Consulting 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.

[SEE NEXT PAGES]

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH 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;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 <u>and</u> CG 2037).**

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

1/23

Exhibit INS-A

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 notice of cancellation.**

Endorsement Forms

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

INS-A.doc

Exhibit INS-A

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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 30 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

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Exhibit INS-A

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

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:

1. **INSURED.** The City, its officers, agents, employees and volunteers 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 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 Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 462500-4299 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: _____

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Exhibit INS-A

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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:

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 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 462500-4299 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 _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and m6 Consulting Inc.)

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and m6 Consulting 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 $20.06 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

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 $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and m6 Consulting Inc.)

PREVAILING WAGE

---

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a

verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and m6 Consulting Inc.)

IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND T.Y. LIN INTERNATIONAL

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of T.Y. Lin International ("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. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

The Consultant shall provide structural engineering design services for City of Oxnard projects involving public facilities such as buildings, infrastructure systems, parks, and housing. Services may include feasibility studies, schematic and design development, structural calculations, preparation of construction documents and cost estimates, permit coordination, and construction phase support. The Consultant may also perform field investigations, respond to RFIs, review submittals, and conduct site visits. All work will be assigned through specific Task Orders issued by the City, which will define the scope, schedule, and compensation for each project.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

T.Y. Lin International, a corporation of the State of California, located at 345 California Street, Suite 2300, San Francisco, CA 94104.

4. **TERM OF AGREEMENT:** From: November 10, 2025 To: November 9, 2027

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (3) 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:** $1,000,000.00 [1]

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 and Task Order Template
   Exhibit B: Schedule of Compensation
   Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
   Exhibit D: [RESERVED]
   Exhibit E: Living Wage Policy
   Exhibit F: Prevailing Wage Policy
   Exhibit G: Iran Contracting Certification

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

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the “Not to Exceed” Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Name: Nathan Hicks Title: Principal/Project Manager Phone: (760) 579-9135 Email: nathan.hicks@tylin.com Address: 345 California Street, Suite 2300, San Francisco, CA 94104

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in "Exhibit A" and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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: **pwinvoices@oxnard.org**.

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 of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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. [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 T 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.

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 and Task Orders 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.

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 or Task Order; 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 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 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.

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.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to "Exhibit F" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran

described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as “Exhibit G.”

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 or Task Order 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.

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 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 or Task Orders 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, 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.

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]

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

☐Luis A. Mc Arthur, Mayor [2] Date
☐Jennifer Hiraoka, Purchasing Manager [3]

ATTEST:

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

APPROVED AS TO FORM:

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

T.Y. LIN INTERNATIONAL

Nat Oppenheimer, Date
Vice President

William Harnagel, CFO,[4] Date

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: Petros Gazazyan
Phone: (805) 509-9110
Email: petros.gazazyan@oxnard.org

General Scope of Work:

Structural Engineering Design Services Consultant (Consultant) shall provide structural engineering design services for projects involving public buildings, housing, public work infrastructure, public parks, and such other facilities as may be required by the City of Oxnard (City). Projects shall include, but not limited to, feasibility/concept plan studies and recommendations; preliminary design reports; evaluate structures and provide structural design and/or construction services for construction, repair, and replacement of structures; oversight of applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); review and respond to plan check review comments for building permit applications; research of utilities and other records; during construction, perform periodic on-site visits of work to determine status, quality, integrity, timeliness and compliancy of performed work; review material submittals, shop submittal drawings and test results; respond to RFIs; draft change orders; and review pay estimates; perform seismic and/or professional structural engineering inspections, evaluations, engineering calculations, and reviews of specifications and construction documents, and such other services as may be required by the City.

Structural Engineering Design Services shall be provided by the Consultant on projects as authorized and directed by City under a duly executed and approved Task Order. The task order proposal shall identify a concise schedule for completion of the task order (Task.) It is the Consultant's responsibility to determine the best and most cost-effective method to complete the Task so that the assigned task order can be completed to the satisfaction of the City. Task orders shall be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on the quote provided to the City by Consultant per task order.

Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services will be performed on

any specific project until the City has issued a signed Task Order to the Consultant for that particular project.

Work Tasks:

Upon request by City, Consultant shall perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:
SCHEMATIC DESIGN:

- Meet with the Architect, Contractor and Owner to discuss requirements for schematic structural design.
- Review existing site conditions and Owner-provided soils report.
- Provide conceptual structural system design.
- Provide feasibility studies of project alternatives.

DESIGN DEVELOPMENT:

- Preliminary foundation and retaining wall design.
- Preliminary structural system design, including sections, initial member sizes, and basic structural details.
- Draft specifications.
- Meetings with Architect and Contractor as required for coordination.
- Perform field investigations and design surveying.

CONSTRUCTION DOCUMENTS:

- Structural drawings and calculations necessary for Building Department permit submittal.
- Revisions and coordination with City/County staff as needed for all Building Department plan check corrections.
- Structural drawings and specifications ready for bidding and construction.
- Prepare estimates (opinions of construction cost).

CONSTRUCTION ADMINISTRATION:

- Submittal and shop drawing review.
- Request for Information (RFI) support.
- Site visits during the course of construction.
- Design services during construction:
    - Review and recommend award of construction contracts.
    - Provide drafting and computer aided drafting support.
- Prepare record (“as built”) drawings.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Domestic water distribution system;
- Sanitary sewer collection system;
- Storm drainage collection system;
- Arterial, collector and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, FIRM will submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project. A sample Task Order form is attached.

Task Order proposal will identify the specific tasks to be performed by FIRM. Tasks will be listed in chronological order reflecting the entire scope of work as requested by CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals will contain the names and titles of FIRM'S personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals will contain a project schedule indicating the various tasks and estimated time required to complete each task. FIRM'S project schedule will reflect all work to be performed by FIRM from initial execution through completion.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

SCHEDULE OF COMPENSATION

Firm	Role	Hourly Rate
TYLin (Prime, Structural)	Principal	$340/hr
	Senior Associate	$270/hr
	Associate	$235/hr
	Senior Project Engineer	$215/hr
	Senior Engineer	$175/hr
	Project Engineer	$160/hr
	Engineer	$140/hr
	BIM Manager	$195/hr
	Senior BIM Technician	$160/hr
	BIM Technician	$140/hr
	Administrative	$120/hr

We acknowledged we limit the actual amount paid to the subcontractor. Reimbursable costs shall not include any costs arising from the administration or supervision of performance of the sub-consultant.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

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.

[SEE NEXT PAGES]

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH 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;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 <u>and</u> CG 2037).**

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

1/23

Exhibit INS-A

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 notice of cancellation.**

Endorsement Forms

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

INS-A.doc

Exhibit INS-A

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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 30 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

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Exhibit INS-A

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

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:

1. **INSURED.** The City, its officers, agents, employees and volunteers 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 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 Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 462500-4299 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: _____

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Exhibit INS-A

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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:

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 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 462500-4299 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-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

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 $20.06 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

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 $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

PREVAILING WAGE

---

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a

verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and T.Y. Lin International)

IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600133 with BKF Engineers for a City Master Plan of Drainage.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with BKF Engineers for a term of one year from November 4, 2025, to November 3, 2026, with the option to extend one year ending November 3, 2027, for a total contract amount not to exceed $629,950.00 for the development of a City Master Plan of Drainage for the Engineering Division.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

BACKGROUND

A City Master Plan of Drainage (MPD) is necessary to systematically address urban flooding, protect property and infrastructure, prevent water pollution, ensure public safety, and plan for sustainable urban development by identifying drainage system deficiencies and creating a plan for improvements, repairs, and upgrades to the City of Oxnard's stormwater infrastructure. The last MPD was completed 22 years ago in 2003. Significant changes in land use and new development projects have taken place since 2003 and the original hydrology and hydraulic modeling is now outdated; a new MPD is necessary to properly account for new impervious surfaces and infrastructure.

The Project scope is to develop a detailed and comprehensive MPD that will be used as the basis for future improvements. It is intended that the development of the MPD will include field verification of existing conditions, consider regulatory compliance, and prioritize future stormwater conveyance improvements. Additionally, the updated MPD will continue to include prior stormwater drainage improvement recommendations from previous drainage master plans for existing neighborhoods that have previously identified drainage issues due to development. The primary objective of the MPD is to identify sustainable, cost-effective, and environmentally friendly strategies and technologies that meet the City of Oxnard's current and future stormwater system requirements.

Capital Improvement Program (CIP) Reference:

Project No. **C2406** – Storm Drain Improvements Citywide Project - CIP 2025-2029 - Adopted June 4, 2024 – Page 122.

DISCUSSION

On April 2, 2025, the Purchasing Department released a Request for Proposal (RFP) PW 25-110 for the development of a MPD. The RFP was directly sent to three potential firms and published on www.PublicPurchase.com as well as the City's Purchasing website. The solicitation closed on May 21, 2025, and four proposals were received.

An evaluation team consisting of Wastewater and Engineering staff (Assistant Public Works Director, Wastewater Division Manager, and Senior Project Manager) reviewed the proposals and determined BKF Engineers to be qualified based on comprehensive scoring criteria, including company profile, assigned staff, experience, approach and overall

responsiveness. Additionally, BKF Engineers meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

Selecting BKF Engineers to develop the MPD for Public Works is an excellent choice due to their extensive experience in developing MPD's not only in California but across the country. Their broad expertise in stormwater management ensures they bring a wealth of knowledge and innovative solutions to the table. This proven track record of expertise makes BKF Engineers a good fit for developing a comprehensive and effective MPD. The work involved in this project is highly specialized and requires technical expertise beyond the capabilities of City staff. Hiring a consultant with the appropriate knowledge and experience will ensure successful project completion.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply, and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with BKF Engineers shall not exceed $629,950. over the one-year term, with a one-year extension option, for developing a City Master Plan of Drainage. Funding for this Agreement has been programmed in the Storm Drain Improvements Citywide Project (C2406) from the Storm Drain Facility Fee Fund (Fund 350, subfund 8030).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 14, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the October 14, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Timothy Beaman, Assistant Public Works Director, Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600133

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND BKF ENGINEERS

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of BKF Engineers ("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. **[INTENTIONALLY OMITTED]**

2. **SUMMARY DESCRIPTION OF SERVICES.**
   This Agreement is for Professional Engineering Services for Storm Drainage System Master Plan

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.

   BKF Engineering, a corporation of the State of California, located at 4765 MacArthur Court, Suite 400, Newport Beach, California 92660

4. **TERM OF AGREEMENT:** From: November 4, 2025 To: November 3, 2026

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (1) 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 two (2) 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:** $ 629,950.00

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-A
   Exhibit D: [RESERVED]
   Exhibit E: Living Wage Policy
   Exhibit F: Prevailing Wage Policy

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:

City Designated Representative	Consultant Designated Representative
Name: Morgan Kessler, P.E. Title: City Engineer Phone: 805-385-7820 Email: morgan.kessler@oxnard.org Address: 305 West Third Street, East Wing, Second Floor Oxnard, CA 93030	Name: Roger Chung, P.E. Title: Project Executive Phone: 949-526-8457 Email: rchung@bkf.com Address: 4765 MacArthur Court, Suite 400, Newport Beach, California 92660

8. **CONTRACTUAL PREREQUISITES.** 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.
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: **pwengineeringap@oxnard.org** and cc: **melina.moreno@oxnard.org**
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 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. **[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.

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.

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 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 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.

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. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [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.

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 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, 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.

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]

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

☐Luis A. Mc Arthur, Mayor[1] Date
☐Jennifer Hiraoka, Purchasing Manager[2]

ATTEST:

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

APPROVED AS TO FORM:

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

BKF ENGINEERS

Greg Hurd, CEO Date

Jean Chen, CFO [3] Date

[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.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and BKF Engineers)

SCOPE OF SERVICES

PROJECT MANAGER: KJ May / 805-393-3871 / kuo.may@oxnard.org

Licensing and Professional Certification

Required:

State of California Professional Engineer

General Specifications

The Consultant shall furnish all necessary labor, materials, equipment, and other incidental and appurtenant work to provide Professional Engineering Services for the Storm Drainage System Master Plan for the City of Oxnard.

The Scope of Work involves consulting and project management related to the following tasks and deliverables:

Task 1 - Project Management
Consultant shall conduct a project kickoff meeting to coordinate the review and transfer of information between Consultant, City Staff, Ventura Public Works, and others. In addition, this task provides attendance of Consultant's Project Manager and appropriate support staff at the kickoff meeting and monthly status meetings with City staff to discuss preliminary findings and the Master Plan report. A project schedule shall be provided at the start of the project. Schedule updates will then be provided upon completion of specific milestones and/or when changes in the project schedule have occurred during project progression. Consultant will prepare monthly progress reports on the project. Up to eight routine virtual meetings will be held to discuss project issues and progress throughout the life of the project. Consultant will prepare meeting agendas and meeting minutes. Additionally, the Consultant will need to be available to attend two public meetings to present the Final Storm Drainage System Master Plan.

All work products will be reviewed by a Principal Engineer and his/her comments will be addressed prior to delivery of the work product to the City. The Consultant will provide active management of the project to ensure the project remains on-schedule and on-

budget. Schedule updates shall be provided upon completion of specific milestones and/or when changes in the project schedule have occurred during the project.

Deliverables:

- Meeting minutes, agendas, handouts, minutes, monthly invoices, and certified payroll
- Updated project schedules at kick-off meeting
- Monthly updated project schedule
- Monthly progress status reports

Task 2 - Data Collection

The Consultant shall gather and review available Flood Insurance Studies and Federal Emergency Management Agency (FEMA) floodplain mapping, local hazard mitigation planning information and local and regional sea level rise and flood information. There are many sea level rise forecasts with wide-ranging estimates of sea level rise for the year 2100. The Consultant will summarize up to six recent/relevant forecasts of sea level rise through the year 2100. With City input, the Consultant will gather stormwater system history, operations, and maintenance issues, and any historical “hotspots” in the City. The Consultant will select an appropriate sea level rise value for use in developing the City-wide modeling (“hotspots” will be used as calibration for the hydrology and hydraulic models, if applicable). The Consultant will meet with the Community Development Department’s Planning Division to understand the latest General Plan, Specific Plans, and any future development to confirm that the SDMP is aligned and the document reflects the most accurate information available. Also, LiDAR topographic mapping data will be collected by the Consultant and Subcontractor MNS and processed for use in this study, as necessary.

General data collection activities shall include the following, but not limited to:

- City of Oxnard Master Plan of Drainage, October 2023
- Ventura Countywide Stormwater Quality Management Program, September 2023, Updated August 2024
- City of Oxnard Public Works Integrated Master Plan Executive Summary Report, September 2017
- Latest adopted General Plan, Specific Plans, Land Use Element
- FEMA Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS)
- Maintenance records for the last 10 years
- GIS files of storm drain network and topographic map
- As-built drawings needed to update GIS
- Up to six sea level rise forecasts through Year 2100

Lidar Topographic Mapping shall include the following:

- Aerial LiDAR survey of current city limits
- GPS control, including 20 aerial targets and 10 checkpoints
- Establish control on NAD83 horizontal and NAVD88 vertical datum
- Orthophoto Imagery deliverable @ 0.35' (10cm GSD) pixel resolution
- Point cloud processing and classification of ground extracted data
- Mapping at 1" = 40' scale
- DTM deliverable – Ground surface terrain model generation with contours at 1' intervals (does not include geometric linework, utility identification, or underground utility location services)

Deliverables:

- Summary of Data Collection Memo
- All Electronic Data/Information
- Ground surface terrain model generation with contours at 1' intervals

Task 3 - Existing Storm Drainage System Mapping

The Consultant shall conduct site visits to critical stormwater facilities to photograph and document important data and facilities, such as culvert inlet conditions and pump stations, as well as any known flooding problem areas. To establish ground surface elevations, the Consultant will use the available LiDAR topographic mapping. To establish pipe invert elevations, depths from manholes and drain inlet rims to inverts will be measured. Storm drain sizes will also be verified.

The Consultant shall work with the City to understand the existing maintenance hole and drain inlet numbering/naming procedure or to develop a new naming/numbering procedure for new data points. The City's existing storm drain system Geographic Information System (GIS) and any CAD files of recent improvements will be reviewed to allow for an update of the GIS database. The Consultant will confirm pipe sizes, diameters and connections through field surveys and enter the data into the GIS database.

Data to be captured in the GIS database includes:

- Maintenance hole rim and invert elevations
- Drain inlet grate or gutter elevation and inverts
- Pipe or culvert upstream and downstream structure names, upstream and downstream invert elevations, types (pipe, box culvert, etc.), size, and material.
- Open channel upstream and downstream structure names, invert elevations, bottom width, depth, side slopes, and Manning's n values.
- GIS data collection to include photos and applicable pipe elevations

City staff will arrange access onto all private property for the site visits. Traffic control in public right-of-way if needed will be provided by the consultant. Site visit notes will be documented digitally by the consultant.

Deliverables:

- Summary of Existing Storm Drainage System Mapping and Support Documentation.
- Base map in AutoCAD, Civil3D, and GIS database format

Task 4 - Develop Performance, Design, and Prioritization Criteria

The Consultant shall review and summarize the City's and County's storm drainage design criteria. For comparison the Consultant will also provide a summary of design criteria for up to three other local agencies. In collaboration with the City, the Consultant will identify the appropriate performance, design, and prioritization criteria to be used in evaluating the City's storm drainage system and sizing new improvements. Prioritization will take into consideration cost to property damages, danger to lives, anticipated Safe Clean Water Program (SCWP) scoring opportunities, such as wet-/dry-weather water quality benefits, water supply benefits, community investment benefits, nature-based solutions, leveraged funds, and community support. Three levels of projects will be developed. Priority A projects will be considered as operational upgrades where flooding has been noted in past storm events. Priority B projects will be projects where deficiencies have been noted in the physical condition of the existing system. Priority C projects will include those projects where only hydraulic capacity has shown to be deficient. The prioritization process will be used to develop the short-term (5-year), mid-term (10-year), and long-term (20-year) capital improvement projects. Different criteria may be used for evaluating the existing storm drain system than for designing new improvements.

Deliverables:

- Summary of Performance, Design, and Prioritization Criteria Memo

Task 5 - Model Development and Existing Conditions Evaluation

The Consultant will prepare XP-SWMM Computer Models of the watersheds located within the City Limits. The Consultant will model watersheds tributary to upstream inlets and downstream junctions, and along the main storm drain line. The watershed hydrology maps will be updated on the review of existing watershed models. The Consultant will determine new subarea boundaries and evaluate changes to the drainage boundaries based on the review of existing documents and the field reconnaissance performed in Task 3. The general approach will be to evaluate the City's drainage systems, include only the trunk systems equal to or greater than 18" in diameter, with channel, underground conduit, and street flow capacities being calculated in accordance with nodes identified on the Hydrology Map. The Consultant will divide the City into 200 sub-watersheds, each sub-watershed is about 10 acres of tributary area. For each sub-watershed, the Consultant will determine from the GIS mapping the average slope, impervious coverage, and overland flow length. The Consultant

In collaboration with the City, the Consultant shall identify an appropriate distribution of annual rainfall and assign rainfall amounts to each sub-watershed. Peak runoff rates will be developed for a 10-year and 100-year storm event for about 10 different land uses and sub-watershed sizes using the Rational Method and data from Public Works.

The Consultant will then develop a model of the storm drain system, equal to or greater than 18 inches in diameter, that is sufficient for evaluating existing conditions and planning the required improvements, based on the hydrology and the City's GIS database. The storm drain evaluation will apply appropriate hydraulic grade line computation based on conveyance geometry, slope, the computed flow rates, tailwater conditions, and the City's drainage conveyance criteria. The computer models will be structured to compute flow rates at significant points along existing drainage systems to determine 10-year, 24-hour, and 100-year, 245-hour peak flow rates.

The criteria used for determining system capacity and deficiencies will include:

- 10-year capacity for non-sump condition storm drains;
- 100-year capacity for sump condition storm drains; and
- Flooding depth greater than 6"

The Consultant will work with the City Engineering staff to obtain the concurrence for the implementation of the above criteria or any other modifications as deemed necessary for the preparation of the Master Plan. In instances where tailwater effects in regional facilities are anticipated, tailwater elevations will be obtained from the various data and information collected. Drainage facilities that demonstrate an inability to convey the computed peak flow rates in accordance with City criteria will be designated as deficient. The Consultant will also evaluate the existing catch basin capacities using catch basin nomography to identify deficiencies due to the catch basin limitations.

Where flooding is predicted, the Consultant will add street system conveyance to the model to allow an accurate evaluation of flood water depths and flow rates.

The Consultant shall delineate flooding deeper than 6 inches for both storm events and prepare tables presenting the flooding depth at each model node (maintenance hole or drain inlet), the peak flow and velocity in each pipe, and the peak flow depth and velocity in each street. The Consultant will also calculate the Flood Hazard for each street and open channel. The Consultant will develop figures that show where design criteria are violated for each model node or link (pipe, street, or channel).

Deliverables:

- Summary of Model Development and Existing Conditions Evaluation Memo

Task 6 - Recommended Stormwater Conveyance Improvements
The Consultant shall identify a suite of conceptual projects to achieve the agreed upon design criteria. Upon identification of existing storm drain deficiencies within the study area, further hydraulic analyses will be performed to determine proposed solutions. Analyses to determine proposed solutions will use normal depth methodology or other methods, such as WSPG modeling or friction loss calculations, in order to account for tailwater effects on the facility. The Consultant will evaluate storm drain deficiency in accordance with the criteria developed in Task 4. Use the model to size and evaluate improvements needed to achieve the agreed upon design criteria. The Consultant will then prepare figures conceptually illustrating the improvement alignments. The projects will be prioritized based on agreed upon prioritization criteria. Construction/capital cost estimates will be provided for each improvement.

Deliverables:

- Summary of Recommended Stormwater Conveyance Improvements, Prioritization, and Cost Estimates Memo

Task 7 - Regulatory Compliance Assessment and Recommendations
The Consultant shall review all MS4 and other applicable local, state, and federal stormwater regulatory requirements, and evaluate the City's current NPDES program, including the WMP, Stormwater Management Minimum Control Measures, and applicable TMDLs compliance level. The Consultant will assess and determine the modifications and updates, if any, necessary for the City to comply with the requirements set forth in the 2021 MS4 Permit and other relevant local, state, and federal stormwater regulations in relation to the Storm Drain Master Plan. Provide a summary of findings and how the regulation(s) may impact the storm drainage system in the future and provide recommendations for meeting non-compliant items, if any.

Deliverables:

- Summary of Regulatory Compliance Assessment and Recommendations Technical Memo

Task 8 - Draft and Final Storm Drainage System Master Plan
Upon the City's approval of the draft Table of Contents (includes both headings and subheadings for each section) submitted for review by the Consultant, the Consultant will prepare the draft Master Plan Report. The draft report will include an executive summary that will state the key findings of the study, the assumptions, maps, conclusions, and recommendations from previous tasks. All summaries prepared during development of the report will be included in the report either as separate chapters or technical appendices. The content of the report will represent a 90%-level submittal in that final City comments, edits, or recommended additions to the report will be forthcoming upon completion of the report's review by the City.

Prepare a detailed Master Plan (Report), including chapters such as:

- Executive Summary
- Introduction, Project Purpose and Goals
- Summary of Relevant Prior Studies and Data
- Data Collection and Mapping
- Establishment of Performance, Design, and Prioritization Criteria

- Model Development and Existing Conditions Evaluation
- Recommended Stormwater Conveyance Improvements, Prioritization, and Cost Estimates
- Regulatory Compliance Assessment and Recommendations
- Conclusions and Recommendations

The Executive Summary should be written for the general public's use. The Executive Summary will be a "stand-alone" document.

Deliverables:

- Draft Storm Drainage System Master Plan in PDF format and MS Word
- Final Storm Drainage System Master Plan in PDF format and MS Word

USE OF SUBCONSULTANTS

The prime Consultant shall identify subconsultants for a particular task order to be approved by the City. Certifications, licensing, insurance, and required documentation for a subconsultant shall be the responsibility of the prime Consultant.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and BKF Engineers)

SCHEDULE OF COMPENSATION

PROPOSED PROJECT FEE & BREAKDOWN

Task	BKF Engineers									CWE								MNS						Total Hours	Total Cost
	Project Executive	Senior Project Manager	Technical Manager	Senior Project Engineer	Project Engineer	Design Engineer	Senior Project Assistant	Subtotal Hours	Subtotal Cost	Principal	Project Manager	Technical Manager	Principal Engineer	Staff Engineer	Project Coordinator	Subtotal Hours	Subtotal Cost	Principal Surveyor	Assistant Project Surveyor	Party Chief	Chain Person	Subtotal Hours	Subtotal Cost		
Rate	$287	$278	$273	$233	$205	$179	$128			$327	$285	$250	$210	$150	$139			$295	$170	$200	$170				
TASK 1 Project Management																									
	8	80					20	108	$27,096		6		2	2	3	13	$2,847					0	$0	121	
Task 1 Subtotal Hours	8	80	0	0	0	0	20	108		0	6	0	2	2	3	13		0	0	0	0	0		121	
Task 1 Subtotal ($)	$2,296	$22,240	$0	$0	$0	$0	$2,560		$27,096	$0	$1,710	$0	$420	$300	$417		$2,847	$0	$0	$0	$0		$0		$29,943
TASK 2 Data Collection																									
Task 2.1 Documents and Data Review	2	4	8	16	24	80	8	142	$27,862			8	16			24	$5,360					0	$3,600	166	$36,822
Task 2.2 lidar Topographic Mapping	1	8		8				17	$4,375							0	$0	16	40	44	40	140	$27,120	157	$31,495
Task 2.3 Interview with City Staff	1	10		10				21	$5,397		8	8				16	$4,280					0	$2,400	37	$12,077
Task 2.4 Community Development Requirements	1	10		10				21	$5,397		8	8				16	$4,280					0	$2,400	37	$12,077
Task 2 Subtotal Hours	5	32	8	44	24	80	8	201		0	16	24	16	0	0	56		16	40	44	40	140		397	
Task 2 Subtotal ($)	$1,435	$8,896	$2,184	$10,252	$4,920	$14,320	$1,024		$43,031	$0	$4,560	$6,000	$3,360	$0	$0		$13,920	$4,720	$6,800	$8,800	$6,800		$27,120		$84,071
TASK 3 Existing Storm Drainage System Mapping																									
	2	8	24	16	80	80		210	$43,798							0	$0	40	120	88	80	328	$63,400	538	$107,198
Task 3 Subtotal Hours	2	8	24	16	80	80	0	210		0	0	0	0	0	0	0		40	120	88	80	328		538	
Task 3 Subtotal ($)	$574	$2,224	$6,552	$3,728	$16,400	$14,320	$0		$43,798	$0	$0	$0	$0	$0	$0		$0	$11,800	$20,400	$17,600	$13,600		$63,400		$107,198
TASK 4 Develop Performance, Design and Prioritization Criteria																									
	4	16	24					44	$12,148		6													44	$12,148
Task 4 Subtotal Hours	4	16	24	0	0	0	0	44		0	6	0	0	0	0	6		0	0	0	0	0		50	
Task 4 Subtotal ($)	$1,148	$4,448	$6,552	$0	$0	$0	$0		$12,148	$0	$1,710	$0	$0	$0	$0		$ 1,710	$0	$0	$0	$0		$0		$13,858
TASK 5 Model Development and Existing Conditions Evaluation																									
Task 5.1 Hydrologic Model	1	16	40	80	120	120		377	$80,375																$80,375
Task 5.2 Hydraulic Model	1	8	24	80	200	60		373	$79,443																$79,443
Task 5 Subtotal Hours	2	24	64	160	320	180	0	750		0	0	0	0	0	0	0		0	0	0	0	0		750	
Task 5 Subtotal ($)	$574	$6,672	$17,472	$37,280	$65,600	$32,220	$0		$159,818	$0	$0	$0	$0	$0	$0		$0	$0	$0	$0	$0		$0		$159,818
TASK 6 Recommended Stormwater Conveyance Improvements																									
	4	8	32	40	50	80		214	$45,998	4	12	16	96	36	16	180	$36,512							394	$82,510
Task 6 Subtotal Hours	4	8	32	40	50	80	0	214		4	12	16	96	36	16	180			0	0	0	0		394	
Task 6 Subtotal ($)	$1,148	$2,224	$8,736	$9,320	$10,250	$14,320	$0		$45,998	$1,308	$3,420	$4,000	$20,160	$5,400	$2,224		$36,512	$0	$0	$0	$0		$0		$82,510
TASKS 7 Regulatory Compliance Assessment and Recommendations																									
	1	8	8					17	$4,695		16	20	40	80		156	$29,960							173	$34,655
Task 7 Subtotal Hours	1	8	8	0	0	0	0	17		0	16	20	40	80	0	156		0	0	0	0	0		173	
Task 7 Subtotal ($)	$287	$2,224	$2,184	$0	$0	$0	$0		$4,695	$0	$4,560	$5,000	$8,400	$12,000	$0		$29,960	$0	$0	$0	$0		$0		$34,655
TASKS 8 Draft and Final Storm Drainage System Master Plan																									
Task 8.1 Draft SDMP	2	24	30	40	60	60	12	228	$49,332		8	20				28	$7,280							256	$56,612
Task 8.2 Final SDMP	2	8	10	24	20	12	4	80	$17,880		4	8				12	$3,140							92	$21,020
Task 8 Subtotal Hours	4	32	40	64	80	72	16	308		0	12	28	0	0	0	40		0	0	0	0	0		348	
Task 8 Subtotal ($)	$1,148	$8,896	$10,920	$14,912	$16,400	$12,888	$2,048		$67,212	$0	$3,420	$7,000	$0	$0	$0		$10,420	$0	$0	$0	$0		$0		$77,632
Total Hours	30	208	200	324	554	492	44	1,852		4	68	88	154	118	19	451		56	160	132	120	468		2,771	
Total Dollars	$ 8,610	$ 57,824	$ 54,600	$ 75,492	$113,570	$ 88,068	$ 5,632		$403,796	$ 1,308	$19,380	$22,000	$ 32,340	$ 17,700	$ 2,641		$95,369	$16,520	$27,200	$26,400	$20,400		$ 90,520		$ 589,685
LiDar Aerial Services																							$37,015		$37,015
Total Reimbursable(s)									$2,500								$750								$3,250
GRAND TOTAL									$406,296								$96,119						$127,535		$ 629,950

COST PROPOSAL

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal in Charge	$317.00
Senior Project Executive	$294.00
Project Executive	$287.00
Senior Project Manager | Senior Technical Manager	$278.00
Project Manager | Technical Manager	$273.00
Engineering Manager | Surveying Manager | Planning Manager	$251.00
TECHNICAL STAFF	
Senior Project Engineer | Senior Project Surveyor | Senior Project Planner	$233.00
Project Engineer | Project Surveyor | Project Planner	$205.00
Design Engineer | Staff Surveyor | Staff Planner	$179.00
BIM Specialist I, II, III	$179.00 - $205.00 - $233.00
Technician I, II, III, IV, V	$170.00 - $181.00 - $198.00 - $213.00 - $230.00
Drafter I, II, III, IV	$133.00 - $146.00 - $158.00 - $175.00
Engineering Assistant | Surveying Assistant | Planning Assistant	$111.00
FIELD SURVEYING	
Survey Party Chief	$233.00
Instrument Person	$200.00
Survey Chainperson	$150.00
Utility Locator I, II, III, IV	$122.00 - $172.00 - $207.00 - $235.00
Apprentice I, II, III, IV	$92.00 - $124.00 - $137.00 - $145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	$305.00
Senior Construction Administrator	$266.00
Resident Engineer	$197.00
Field Engineer I, II, III, IV	$179.00 - $205.00 - $233.00 - $250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	$218.00
Funding Strategies Manager	$200.00
Funding/Research Analyst I, II, III, IV	$137.00 - $158.00 - $168.00 - $185.00
PROJECT ADMINISTRATION	
Project Coordinator	$149.00
Senior Project Assistant	$128.00
Project Assistant	$113.00
Clerical | Administrative Assistant	$95.00

Expert witness rates are available upon request. Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.

CWE - SCHEDULE OF HOURLY RATES

Rate Sheet

Engineer/Scientist	Rate/Hour
Principal	$327
Project Manager	$285
Technical Manager	$250
Principal Engineer	$210
Staff Engineer	$150
Assistant Engineer	$121
Support Services	
GIS Specialist	$149
Project Coordinator	$139
Graphic Designer	$129
General	
Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Mileage	Current IRS Rate
B&W Photocopies (per page)	$0.10
Color Photocopies (per page)	$0.50

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

MNS - SCHEDULE OF HOURLY RATES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$375
Senior Project/Program Manager	340
Project/Program Manager	290
Assistant Project/Program Manager	265
Senior Project Coordinator	210
Project Coordinator	175

ENGINEERING

Principal Engineer	$325
Lead Engineer	285
Supervising Engineer	270
Senior Project Engineer	245
Project Engineer	220
Associate Engineer	200
Assistant Engineer	185

SURVEYING

Principal Surveyor	$295
Lead Surveyor	285
Supervising Surveyor	245
Senior Project Surveyor	220
Project Surveyor	195
Associate Project Surveyor	185
Assistant Project Surveyor	170
Party Chief (PW)	200
Chainperson (PW)	170
One-Person Survey Crew (PW)	240

TECHNICAL SUPPORT

CADD Manager	$210
Supervising Technician	185
Senior Technician	175
Engineering Technician	140

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$360
Senior Construction Manager	310
Senior Resident Engineer	285
Resident Engineer	275
Structure Representative	270
Construction Manager	250
Assistant Resident Engineer	220
Sr. Construction Inspector (PW)	200
Construction Inspector (PW)	188
Office Administrator	140

PLANNING

Planning Director	$250
City Planner/Planning Manager	230
Principal Planner	215
Senior Planner	200
Associate Planner	170
Assistant Planner	140
Planning Technician	120

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$210
Management Analyst	180
IT Technician	150
Graphics/Visualization Specialist	160
Administrative Assistant	110

GOVERNMENT SERVICES

City Engineer	$280
Deputy City Engineer	250
Assistant City Engineer	235
Plan Check Engineer	195
Permit Engineer	185
City Inspector	175
Senior City Inspector (PW)	200
City Inspector (PW)	188
Principal Stormwater Specialist	240
Senior Stormwater Specialist	210
Stormwater Specialist	180
Stormwater Technician	160
Building Official	275
Senior Building Inspector	210
Building Inspector	185
Senior Grant Writer	200
Grant Writer	190
Associate Grant Writer	170
Assistant Grant Writer	155

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost. Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and BKF Engineers)

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.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH 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;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 <u>and</u> CG 2037).**

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

1/23

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 notice of cancellation.**

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] 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** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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 30 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

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

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:

1. **INSURED.** The City, its officers, agents, employees and volunteers 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 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 Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 462500-4299 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: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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 ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

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:

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 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 462500-4299 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 _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and BKF Engineers)

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and BKF Engineers)

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 $20.06 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.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025

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 $20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and BKF Engineers)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a

verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: City of Oxnard Water Division 2022-2024 Public Health Goals Report.

RECOMMENDATION

That the City Council receive and file the 2022-2024 Public Health Goals Report.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

BACKGROUND

The City of Oxnard's Water Division is governed in its operation, treatment, and delivery of potable and recycled water by Title 22 of the California Code of Regulations (CCR), which sets forth the state standards for drinking water quality, public notification, treatment processes, recycled water reuse, and related requirements. Over 264 water samples, from 37 sample sites, are taken throughout the water distribution system over the course of the year. These samples are used for monthly reports to the State Water Resources Control Board (SWRCB) and for the City's annual Consumer Confidence Report.

Health & Safety Code §116365(a) requires a contaminant's Maximum Contaminant Level (MCL) to be established at a level as close to its Public Health Goals (PHGs) as is technologically and economically feasible, placing primary emphasis on the protection of public health. MCL is a legally enforceable standard for drinking water quality that defines the highest level of a contaminant permitted in a public water supply without being harmful to public health. This staff report does not deal with MCLs, it deals with the non-enforceable PHGs.

PHGs are established by the Office of Environmental Health Hazard Assessment (OEHHA). PHGs are concentrations of drinking water contaminants that pose no significant health risk if consumed over a lifetime, based on current risk assessment principles, practices, and methods. This determination is made without regard to cost or treatability. The most recent health risk information published by OEHHA is used in this PHG report. Additionally, The State Water Resources Control Board (SWRCB)/ Division of Drinking Water (DDW), uses PHGs in the evaluation of health-related drinking water standards.

The California Health and Safety Code Section 116470(b) requires large water utilities (more than 10,000 service connections) to prepare a brief written report if their water quality measurements have exceeded any Public Health Goal (PHG) in the three previous calendar years. The PHG report is triennial and completed by July 1 in the year it is due.

The PHG report must include the following: (1) any contaminant that has been detected above the PHG, (2) health risk information on the detected contaminants, (3) an estimated cost associated with installation of the Best Available Technology (BAT) to help reduce the level of a given contaminant, and what action, if any, will be taken to reduce the level of the contaminant and what was the basis for that decision.

Contaminants that exceeded their PHG or Maximum Contaminant Level Goal (MCLG) in the years 2022 to 2024 are addressed in this report. For any contaminant that OEHHA has not set a PHG, the water suppliers are to use the

Maximum Contaminant Level Goal (MCLG) adopted by the United States Environmental Protection Agency (USEPA). MCLGs are the federal equivalent to PHGs, but not identical.

Only contaminants that have a California primary drinking water standard and either a PHG or MCLG have been set are to be addressed in this report. This report provides the following information required by the Health and Safety Code for each constituent detected in the City of Oxnard's water supply between 2019-2021 that exceeded a PHG or MCLG:

- Numerical public health risk associated with the MCL, PHG, or MCLG;
- Category or type of risk to health that could be associated with each constituent;
- Best Available Technology that could be used to reduce the constituent level; and
- Estimate of the cost to install the Best Available Treatment Technology, if it is appropriate and feasible.

DISCUSSION

The PHGs are non-enforceable goals that are not required to be met by any public water system and are set by the OEHHA. A PHG is the level below which OEHHA has determined that a drinking water contaminant poses no significant health risk. Additionally, PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods. PHGs are based solely on public health risk considerations. None of the risk management factors that are considered by the DDW or the USEPA in setting drinking water standards are considered in setting the PHGs.

These factors include analytical detection capabilities, treatment technology available, benefits, and cost. If a constituent does not have a PHG, then as required for this report, public water systems are to use Maximum Contaminant Level Goals (MCLGs) developed by the United States Environmental Protection Agency (USEPA). Like PHGs set by OEHHA, MCLGs are set by the USEPA in which they believe there are no known or expected risks to health, with a margin of safety.

Water quality data collected for the City of Oxnard's Water Distribution System between 2022 - 2024 was reviewed and used for the purpose of determining compliance with state and federal drinking water standards. This information was summarized in the annual Drinking Water Consumer Confidence Reports made available to all City of Oxnard customers, residents, and businesses. The City's most recent Drinking Water Consumer Confidence Report is available at www.oxnard.org/CCR.

Most of the constituents tested in water were reported as Non-Detect (ND) and not listed in the Drinking Water Consumer Confidence Report. When a constituent is reported as ND, it generally means that the laboratory did not detect the constituent, but it could also mean that it was detected at a level less than California's Detection Level for Reporting (DLR) purposes.

From the review of the 2022-2024 Oxnard water quality data, there were 11 constituents detected that exceeded a PHG or MCLG. The 11 constituents were as follows: arsenic, gross alpha particles, gross beta particles, radium 226 and radium 228, Strontium, Uranium, bromodichloromethane, bromoform, chloroform and dibromochloromethane. These constituents are either naturally occurring in groundwater, erosion of mineral deposits, desorption from rock or sediment, runoff from soil, and/or disinfection by-products to avoid infectious diseases. Additional information on this can be found on pages 5 to 10 in the attached report.

The Best Available Technology selected to remove the 11 constituents was Reverse Osmosis (RO). It is estimated that additional RO treatment would have to be constructed at three City blending stations that do not currently have a desalter. RO treatment capacity needed at each station is estimated at 7.5 million gallons per day, totaling 22.5 million gallons per day for three stations. These facilities are estimated to cost $91 million to construct, $27 million to operate and maintain and increase the average customer's water bill by $508 per year.

CONCLUSION

While eleven constituents exceeded a PHG or MCLG, the levels detected are extremely low, not enforceable and much lower than the State of California enforceable drinking water Maximum Contaminant Levels.

Because the City is in compliance with the State of California and Federal Drinking Water Maximum Contaminant Levels, staff does not recommend installing treatment processes to attempt to reduce the levels below Public Health Goal and Maximum Contaminant Level Goal levels. However, should the City Council desire to address PHGs and/or MCLGs as a policy, which would be done with capital projects, staff should be directed to include required projects in the next round of the Capital Improvement Program (CIP) budget process. It should be noted that additional CIP projects will impact the water rates (i.e. increase rates) on a go-forward basis.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact in receiving this report.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 14, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the October 14, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Timothy Beaman, Assistant Public Works Director, Chris Peyton, Water Division Manager

ATTACHMENTS

1. PHG 2025 Triennial Report

PUBLIC HEALTH GOALS 2025

TRIENNIAL REPORT

CITY OF OXNARD

WATER DIVISION

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BACKGROUND

California Health and Safety Code Section 116470(b) requires large water utilities (more than 10,000 service connections), prepare a brief written report if their water quality measurements have exceeded any PHG in the three previous calendar years. This Public Health Goal Report must be completed by July 1 in the year it is due.

The Public Health Goal report must include the following (1) any contaminant that has been detected above the PHG, (2) health risk information on the detected contaminants, (3) an estimated cost associated with installation of the Best Available Technology (BAT) to help reduce the level of a given contaminant and what action, if any, will be taken to reduce the level of the contaminant and what was the basis for that decision.

The State Water Resources Control Board (SWRCB)/ Division of Drinking Water (DDW), uses PHGs in the evaluation of health-related drinking water standards, known as Maximum Contaminant Levels (MCLs). MCLs are enforceable limits that water purveyors must meet to protect public health. DDW considers treatment costs, available treatment and analytical technology when setting new MCLs for unregulated chemicals.

Public Health Goals are established by the California Office of Environmental Health Hazard Assessment (OEHHA). The OEHHA determines and publishes the "numerical public health risk" associated with both PHGs and MCLs. A Public Health Goal is a non-enforceable goal, used as a health risk assessment, not a proposed drinking water standard. It is the level of a contaminant in drinking water, which is considered not to pose a significant risk to health if consumed for a lifetime. This determination is made without regard to cost or treatability. The most recent health risk information published by OEHHA is used in this PHG report.

Only contaminants that exceeded their PHG in the years 2022 to 2024 are addressed in this report. Any contaminant that the OEHHA has not set a PHG for, the water supplier, is to use the Maximum Contaminant Level Goal (MCLG) adopted by the United States Environmental Protection Agency (USEPA). MCLGs are the federal equivalent to PHGs, but not identical. Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed in this report. There are some constituents that are routinely detected in water systems at levels usually well below the drinking water standards, for which no PHG nor MCLG have yet been adopted by OEHHA or USEPA. These constituents are not required to be included in this report.

This report provides the following information required by the Health and Safety Code for each constituent detected in the City of Oxnard's water supply in 2022-2024 that exceeded a PHG or MCLG.

- Numerical public health risk associated with the MCL, PHG, or MCLG.
- Category or type of risk to health that could be associated with each constituent.
- Best Available Technology that could be used to reduce the constituent level.
- Estimate of the cost to install the Best Available Treatment Technology, if it is appropriate and feasible.

WHAT ARE PUBLIC HEALTH GOALSs?

- PHGs are non-enforceable goals that are not required to be met by any public water system.
- PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA).
- A PHG is the level below which OEHHA has determined that a drinking water contaminant poses no significant health risk.
- PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods.
- PHGs are based solely on public health risk considerations. None of the risk management factors that are considered by the DDW or the USEPA in setting drinking water standards are considered in setting the PHGs. These factors include analytical detection capabilities, treatment technology available, benefits and cost.
- If a constituent does not have a PHG, then as required for this report, public water systems are to use Maximum Contaminant Level Goals (MCLGs) developed by the United States Environmental Protection Agency (USEPA).
- Like PHGs set by OEHHA, MCLGs are set by the USEPA in which they believe there are no known or expected risks to health, with a margin of safety.

WATER QUALITY DATA CONSIDERED

All water quality data collected for the City of Oxnard's Water Distribution System from 2022 - 2024 is used for the purpose of determining water compliance with state drinking water standards. This information was summarized in tables included in the Drinking Water Consumer Confidence Reports made available to all City of Oxnard customers, residents, and businesses for those years. The City's most recent Drinking Water Consumer Confidence Report is available at www.oxnard.org/CCR.

Most of the constituents tested in water were reported as Non-Detect (ND) and are not generally listed in the Drinking Water Consumer Confidence Report. When a constituent is reported as ND, it generally means that the laboratory did not detect the constituent, but it could also mean that it was detected at a level less than California's Detection Level for Reporting (DLR) purposes.

CITY OF OXNARD WATER SOURCES

The City of Oxnard utilizes 3 sources for its water supply.

- 29% of Oxnard's water supply is treated water purchased from Callegus Municipal Water District. The raw surface water is imported from Northern California via the State Water Project and treated by Metropolitan Water District (MWD).
- 35% of Oxnard's water supply is treated water purchased from United Water Conservation District (United). United supplies disinfected groundwater replenished by the Santa Clara River, Lake Piru, and the Freemen Diversion Facility.

- 36 % of Oxnard's water supply is from groundwater wells owned and operated by the City. While all well water is treated, blended, and disinfected, a portion of this water is treated by reverse osmosis filtration (R.O.).

BEST AVAILABLE TREATMENT TECHNOLOGY AND COST ESTIMATES

Both the USEPA and DDW have adopted what are known as Best Available Technologies (BATs), which are the best known methods of reducing contaminant levels. Capital construction along with operation and maintenance (O&M) costs can be estimated for such technologies. Since many PHGs and MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent down to or near the PHG or MCLG. For example, USEPA sets the MCLG for potential cancer-causing chemicals at zero. Estimating the costs to reduce a constituent is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

CONSTITUENTS DETECTED THAT EXCEED A PHG OR MCLG IN OXNARD

CONSTITUENT (UNITS)	SWRCB MCL	OEHHA PHG	USEPA MCLG	MAXIMUM LEVEL DETECTED
Arsenic (mg/L)	0.01	0.000004	0	0.0028
Gross Alpha Particles (pCi/L)	15	none	0	3.24
Gross Beta Particles (pCi/L)	50	none	0	5.51
Radium - 226 (pCi/L)	none	0.05	none	0.552
Radium - 228 (pCi/L)	none	0.019	none	0.876
Strontium – 90 (pCi/L)	8	0.35	8	1.15
Uranium (pCi/L)	20	0.43	0	4.8
Bromodichloromethane (mg/L)	none	0.00006	0	0.0065
Bromoform (mg/L)	none	0.0005	0	0.021
Chloroform (mg/L)	none	0.0004	0.07	0.0027
Dibromochloromethane	none	0.0001	0.06	0.016

mg/L = miligrams per liter
pCi/L = picocuries per liter

Each of the eleven constituents listed are described below, including current state and or federal water quality standards, level observed within the City system, potential source of constituent, numerical public health risk associated with the MCL and the PHG or MCLG, category or type of risk to health that could be associated with each constituent, and the Best Available Technology (BAT) for treatment.

Arsenic

The MCL for arsenic in drinking water is 0.01 milligrams per liter (mg/L). The level of arsenic detected in Oxnard Water was below the MCL with a maximum level of 0.0028 mg/L. The City did not, however, meet the PHG for this constituent which was set at 0.000004 mg/L. The most probable source of the arsenic detected in the City's water system was erosion of natural deposits.

Health Risk Category: Cancer. Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage, circulatory system problems, and may have an increased risk of getting cancer. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess risk is one cancer case per million people (expressed as $1x10^{-6}$). Numeric Health Risk at California MCL: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per hundred people (expressed as $2.5x10^{-3}$).

The following technologies are identified as Best Available Technology (BAT) for reducing arsenic levels in drinking water, according to the CA State Division of Drinking Water (DDW).

- Activated Alumina
- Coagulation / Filtration
- Electrodialysis
- Ion Exchange
- Lime Softening
- Oxidation / Filtration
- Reverse Osmosis

Currently the City Of Oxnard Water Division utilizes Reverse Osmosis (RO) treatment at wells 32, 33, and 34. RO treatment is one of the Best Available Treatment Technologies for lowering arsenic levels.

Gross Alpha Particles Activity

Gross Alpha particles activity has a State MCL of 15 picocuries per liter (pCi/L). Gross Alpha particle activity has no PHG, but the federal MCLG is zero. Maximum level of Gross Alpha particles in City water was 3.24 pCi/L, which was below the State MCL. The most probable source of gross alpha particle activity detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Alpha particle activity is considered to be a human carcinogen. Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer. Numeric Health Risk at MCLG: For an MCLG of zero, the excess cancer risk is zero. Numeric Health Risk at MCL: Approximately $1x10^{-3}$ for the most potent alpha emitter.

DDW has identified the following BATs for reducing the level of Gross Alpha particles.

- Ion Exchange

- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the level of Gross Alpha particles in drinking water.

Gross Beta Particle Activity

Gross Beta particle activity has a state MCL of 50 pCI/L (equivalent to 4 millirem per year). Gross Beta particle activity has no PHG, but the MCLG is zero. Maximum level of Gross Beta particles in City water was 5.51 pCi/L. The most probable source of Gross Beta particles activity detected in the City water system was from naturally occurring minerals.

Health Risk Category: Beta particle activity is considered to be a human carcinogen. Certain minerals are radioactive and may emit forms of radiation known as photons and beta radiation. Some people who drink water containing photon and beta emitters in excess of the MCL over many years may have an increased risk of getting cancer. Numeric Health Risk at MCLG: For an MCLG of zero, the excess cancer risk is zero. Numeric Health Risk at MCL: Approximately $2x10^{-3}$ for the most potent beta emitter.

DDW has identified the following BATs for reducing the level of Gross Beta particles.

- Ion Exchange
- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the level of Gross Beta particles in drinking water.

Radium 226 and Radium 228

There is currently no state MCL for both Radium 226 and Radium 228. The level of Radium 226 detected in Oxnard Water was 0.552 picocuries per liter (pCi/L). The level of Radium 228 detected in Oxnard Water was 0.876 pCi/L. The City however, did not meet the PHG for these constituents, which were set at 0.05 picocuries per liter and 0.019 picocuries per liter, respectively. The most probable source of radium is the naturally occurring decay of uranium and thorium found in radioactive rock, soil and water. Radium can enter ground water by dissolution of aquifer materials, by desorption from rock or sediment surfaces, and by ejection form minerals during radioactive decay.

Health Risk Category: Carcinogenicity. Some people who consumed water that contained more than 5 picocuries per liter over 70 years may have an increased risk of getting cancer. Radium is primarily associated with bone and sinus cancers along with cell tissue damage. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess risk is one cancer case per million people (expressed as $1x10^{-6}$). Numeric Health Risk at California MCL: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per ten thousand people (expressed $1x10^{-4}$).

The following technologies are identified as Best Available Technology (BAT) for reducing radium 226 and radium 228 levels in drinking water, according to the CA State Division of Drinking Water (DDW).

- Ion Exchange
- Lime softening
- Reverse Osmosis

Reverse Osmosis (RO) treatment is currently used at wells 32, 33, and 34. This is one of the Best Available Technologies for lowering the levels of radium 226 and radium 228 in drinking water.

Strontium - 90

The MCL for Strontium – 90 in drinking water is 8 picocuries per liter (pCi/L). The level of Strontium detected in Oxnard ware was below the State MCL with a maximum level of 1.15 pCi/L. The City did not, however, meet the PHG for this constituent which was set at 0.35 pCi/L. The most probable source for Strontium – 90 is the environment. The fallout from nuclear testing in the 1950's and 1960's as well as nuclear reactor waste was widely dispersed and deposited on earth. Water runoff over contaminated soil is likely.

Health Risk Category: Carcinogenicity. Some people who consumed water that contained more than 5 picocuries per liter over 70 years may have an increased risk of getting cancer. Strontium 90 is primarily associated with bone and marrow cancers along with leukemia. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess risk is one cancer case per million people (expressed as $1x10^{-6}$). Numeric Health Risk at California MCL: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per ten thousand people (expressed $1x10^{-4}$).

The following technologies are identified as Best Available Technology (BAT) for reducing Strontium 90 levels in drinking water, according to the CA State Division of Drinking Water (DDW).

- Ion Exchange
- Lime softening
- Reverse Osmosis

Reverse Osmosis (RO) treatment is currently used at wells 32, 33, and 34. This is one of the Best Available Technologies for lowering the levels of Strontium - 90 in drinking water.

Uranium

The state MCL for uranium is 20 pCi/L. The PHG for uranium is 0.43 pCi/L. Maximum observed level of uranium was 4.8 pCi/L. The most probable source of Uranium detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Carcinogenic/chronic toxicity. Some people who drink water containing Uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer. Numeric Health Risk at PHG: The theoretical 70-year lifetime cancer risk for drinking water with Uranium above 0.43pCi/L is one excess cancer case per million people ($1x10^{-6}$). For a MCLG of zero, the cancer risk is zero. Numerical Health Risk at MCL: The theoretical 70-year lifetime cancer risk for drinking water with Uranium above 20 pCi/L is 5 excess cancer cases per 100,000 people ($5x10^{-5}$).

DDW has identified the following BATs for reducing the level of Uranium.

- Coagulation / Filtration
- Ion exchange
- Lime Softening
- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the level of Uranium in drinking water.

Trihalomethanes (THMs)

There are 4 major regulated trihalomethanes found in drinking water. All 4 constituents are results of disinfection byproducts necessary to avoid infectious diseases within the general public from microbial contamination of drinking water supplies. None of these 4 constituents have an individual State MCL. There is a total trihalomethanes MCL, which is the sum of these 4 constituents. The MCL is 0.08mg/L.

The Best Available Technologies (BAT) for reducing levels of Trihalomethanes are listed below.

- Filters Containing Carbon or Charcoal
- Reverse Osmosis

The City of Oxnard Water Division currently uses Reverse Osmosis (RO) at wells 32, 33 and 34. RO is one of the BAT for lowering the levels of TTHMs in drinking water.

Bromodichloromethane

The PHG for Bromodichloromethane is 0.00006 mg/L. The level that was detected in the City Water was 0.0065 mg/L.

Health Risk Category: Carcinogenicity. Some people, who drink water containing Bromodichloromethane in excess of the PHG over many years, may have an increased risk of getting cancer. Numeric Health Risk at PHG: The theoretical 70-year lifetime cancer risk for drinking water above the 0.00006 is one excess cancer cases per million ($1x10^{-6}$). Numeric Health Risk at MCL: The theoretical 70-year lifetime cancer risk for drinking water above the 0.8 mg/L is 1.3 excess cancer cases per one thousand ($1.3x10^{-3}$).

Bromoform

The PHG level for Bromoform is 0.0005 mg/L. The level of Bromoform detected within the City water was 0.021 mg/L.

Health Risk Category: Carcinogenicity. Some people who drink water containing bromoform in excess of the PHG over many years may have an increased risk of getting cancer. Numeric Health Risk at PHG: Theoretical 70-year lifetime cancer risk is one excess cancer case per million ($1x10^{-6}$). Numeric Health Risk at MCL: Theoretical 70-year lifetime cancer risk for drinking water above the 0.08 mg/L is two excess cancer cases per ten thousand ($2x10^{-4}$).

Chloroform

The PHG level for Chloroform is 0.0004 mg/L. The level of Chloroform detected within the City water was 0.0027 mg/L.

Health Risk Category: Carcinogenicity. Some people who drink water containing chloroform in excess of the PHG over many years may have an increased risk of getting cancer. Numeric Health Risk at PHG: Theoretical 70-year lifetime cancer risk is one excess cancer case per million ($1x10^{-6}$). Numeric Health Risk at MCL: Theoretical 70-year lifetime cancer risk for drinking water above the 0.08 mg/L is two excess cancer cases per ten thousand ($2x10^{-4}$).

Dibromochloromethane

The PHG level for Dibromochloromethane is 0.0001 mg/L. The level of Dibromochloromethane detected within the City water was 0.016 mg/L.

Health Risk Category: Carcinogenicity. Some people who drink water containing Dibromochloromethane in excess of the PHG over many years may have an increased risk of getting cancer. Numeric Health Risk at PHG: Theoretical 70-year lifetime cancer risk is one excess cancer case per million ($1x10^{-6}$). Numeric Health Risk at MCL: Theoretical 70-year lifetime cancer risk for drinking water above the 0.08 mg/L is eight excess cancer cases per ten thousand ($8x10^{-4}$).

ESTIMATED COSTS TO ACHIEVE PHG's

The California Health and Safety code requires that this report includes an estimate of the aggregate cost and cost per customer for additional treatment to achieve the PHGs. Reverse osmosis (RO), ion exchange (IX), and corrosion control are potential BATs available for the constituents of concern.

It is estimated that additional RO treatment would have to be constructed at three City blending stations that do not currently have a desalter. RO treatment capacity needed at each station is estimated at 7.5 million gallons per day, totaling 22.5 million gallons per day for three stations. The cost estimates includes engineering, construction, operation, 30-year amortization at 5 percent for debt service, and 3 percent annual inflation. However, the cost estimates do not include land costs, conveyance, and permitting.

Estimated total cost for the City would be approximately $27,141,000 per year as shown in the chart below. Total additional cost per customer would be approximately $508 per year.

System Characteristics	Treatment
RO # of units	3
RO Capacity/Station (MGD)	7.5
RO Engineering/Construction Cost per unit ($ million) (2013$) (1,2)	45.9
RO Total Annual Cost ($ million/year) (2035$) (3)	28.3
Total Additional Annual Cost per Customer ($ / connection / year)(2035$) (4,5)	474

Notes:

1. RO costs provided by City of Oxnard ($24 million/ desalter). (City, 2015). 3% per year added for inflation (from 2015 - 2022). 5% per year added for inflation (from 2023-2025). 3% per year added for inflation (from 2025-2035).

2. Costs for inflation and additional capital/operating are assumed to be balanced by the use of newer technology and efficiencies.

3. Current RO Total Annual Cost provided by City of Oxnard in 2021 (based on $1268/AF). Desalters are to be constructed over a 10 year period. City will treat approximately 16,900 AFY of groundwater by year 2035.

4. Costs adjusted to 2035 dollars with inflation estimated using the formula above. Total additional annual cost per customer service connection for additional RO treatment adjusted to 2035 dollars (annual amount does not include construction cost)

5. Current number of service connections is approximately 42,500 (City, 2015 UWMP). Projected 2035 service connections is 59,800 (based on mean increase from 1992-2010).

The above estimate is for the construction of three additional desalters. All 3 desalter facilities could not be built at the Water Campus due to groundwater allocation restrictions (set by Fox Canyon Groundwater Management Agency), total demand, and insufficient storage for permeate water. This scenario would only be obtainable by gaining more groundwater allocation and constructing separate R.O. facilities

throughout the city. This would greatly reduce our dependency on purchased water, but not eliminate the need for purchased sources.

RECOMMENDATION

The City of Oxnard routinely performs and reports compliance monitoring of its water supplies. Water delivered by the City complies with all drinking water standards set by the State and Federal government. On average, contaminants detected had concentrations far below MCLs. Only eleven contaminants had at least one sample that was detected at a higher level than the PHG or MCLG, which are non-enforceable goals. In addition, this report estimates significant treatment costs to potentially achieve PHGs and MCLGs. Because many PHGs and MCLGs are set at zero, it is not always feasible to determine what treatment is needed to reduce a constituent downward to or near zero. Furthermore, it is often not possible to verify by analytical means that the level has actually been lowered to zero.

For these reasons, City staff has determined that this financial investment is not warranted at this time given the low risks associated with the PHGs and MCLGs discussed in this report.

If you have any questions concerning this report, please contact Richard Maria, Water Regulatory Compliance Coordinator, at (805) 200-5374.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.11

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600146 with Synagro-WWT, Inc. for Digester Cleaning Services, Specification 25-14.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Synagro-WWT, Inc. (Synagro) in the amount of $1,185,910 for Digester cleaning services with a one-year term from November 4, 2025 to November 3, 2026.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

BACKGROUND

The City of Oxnard Water Resource Recovery Facility (WRRF) is a secondary treatment facility that uses anaerobic digestion for solids stabilization. The WRRF currently owns three anaerobic digesters that treat solids generated from both primary and secondary treatment processes. Once stabilized, the digested solids are dewatered using belt filter presses, loaded onto trailers, and transported to a disposal site by a third-party contractor, where the solids are composted.

The 2017 Integrated Master Plan identified and recommended that all three digesters be rehabilitated. Digester No. 2 is currently undergoing rehabilitation as part of the Reliability Project (C2201) and is expected to return to service by the end of calendar year 2025. Carollo Engineers were hired in April 2025 to complete the design improvements for Digesters No. 1 and 3 (C2408) and are currently in the preliminary design phase. As part of the design process, each digester is required to be inspected and evaluated for structural condition. The inspection requires the digesters to be emptied and cleaned.

Capital Improvement Program (CIP) Reference:

Project No. **C2408** - Wastewater OWTP: Digester/Cogeneration Improvements - CIP 2025-2029 - Adopted June 4, 2024 - Page 148.

DISCUSSION

On June 23, 2025, the Purchasing Department released a Request for Bid (RFB) 25-141 for Digester Cleaning Services, with a proposal due date of August 8, 2025. The RFB was directly sent to 13 potential firms and published on www.publicpurchase.com as well as the City's Purchasing website. The solicitation received a total of six 6 bids from the following:

- American Process Group
- Ancon Services
- Bristola, LLC
- GrayMar Environmental Services, LLC

- MP Environmental
- Synagro-WWT, Inc. (Synagro)

After review of the bids by the Purchasing Division, Synagro was determined to have submitted the lowest responsive bid. To maintain uninterrupted operations during this project, Synagro will clean the digesters one at a time. Digester No. 1 will be taken out of service, cleaned, and returned to service. Operations staff will then stabilize its performance before removing Digester No. 3 from service for cleaning. The work includes the removal, dewatering, and legal disposal of accumulated grit, sludge, floatable materials, and debris. It will also include the thorough cleaning of internal components such as walls, floor, roof, piping, and other appurtenances. The contractor is required to submit proof of the location and legality of the disposal site prior to removal of sludge from the site.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply, and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Project shall not exceed $1,185,910, through the contract term ending November 3, 2026. There is $2.38M available in the Wastewater OWTP: Digester/ Cogeneration Improvements Project (C2408), funded by the Wastewater Operating Fund (611).

For Finance use only: Wastewater Capital Fund 612 (Org: 6123610, Obj: 53200, Proj: C2408)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 14, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the October 14, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32600146

GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND SYNAGRO- WWT, INC.

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Synagro- WWT, Inc. ("Service Provider"), and Service Provider 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 Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This project involves the complete cleaning and preparation of Digesters No. 1 and 3, including the removal, dewatering, transport, and disposal of accumulated grit, screenings, sludge, and floatable materials. The scope also includes nitrogen gas purging prior to returning each digester to service.

Service Provider shall furnish all labor, equipment, materials, and incidentals necessary to complete the work in accordance with safety, environmental, and regulatory standards. The project
requires strict adherence to confined space protocols, combustible gas monitoring, and coordination with plant operations to ensure the facility remains in service throughout the duration of the work.

All work must be completed within the specified timeframe outlined in the Contract Documents.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

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

Synagro- WWT, Inc., a corporation of the State of Maryland, located at: 435 Williams Court, Suite 100, Baltimore, MD. 21220

4. TERM OF AGREEMENT: From: November 4, 2025 To: November 3, 2026

A. Time is of the essence in this Agreement.
B. This Agreement does not have any options to extend.
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 Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $ 1,185,910.00[1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: [RESERVED]
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy
Exhibit G: Iran Contracting Certification

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

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, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Sian Bashkiroff Title: Associate Engineer Phone: (805) 271-2204, (805) 833-9736 Email: sian.bashkiroff@oxnard.org Address: 6001 Perkins Rd., Oxnard, CA. 93033	Service Provider Designated Representative Name: John Pugliaresi Title: Sr. Area Sales Manager Phone: (650) 219-6380 Email: jpugliaresi@synagro.com Address: 435 Williams Court, Suite 100, Baltimore, MD. 21220

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Service Provider, 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. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
   B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
   C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. **SERVICE PROVIDER'S SERVICES.**

   A. Service Provider shall perform only the type or category of services as 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 and are subject to the direction of the City Manager or Department Director. Service Provider 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 Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Under no circumstances shall the Service Provider perform work in excess of the amount stated in the not to exceed amount 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.

A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.

11. PAYMENT & INVOICES. 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 Service Provider 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. Service Provider 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: **pwinvoices@oxnard.org**
B. Non-Appropriation of Funds. Payments to be made to Service Provider 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.

C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider 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 Service Provider 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 Service Provider and its employees, agents and Subcontracted Service Providers.

D. Service Provider 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 Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

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 Service Provider 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 of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Service Provider 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 Service Provider or any of its employees, except as stated in this Agreement. Service Provider 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 Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, 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. Service Provider and its employees are not employees of City. Service Provider 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. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. **LAWFUL PERFORMANCE.** Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, 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.** Service Provider shall not perform any services for the City when the Service Provider 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 Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider 's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. **OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.** 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 Service Provider 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 Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. 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.
    C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of

Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.

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. Service Provider 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 Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Service Provider 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 Service Provider by the City or other information to which the Service Provider 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 Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider 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. Service Provider's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the

Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

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. **NOTICES.** 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. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Service Provider 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 Service Provider'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.

25. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.**

    A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City,

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

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

C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.

D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider 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 Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Service Provider 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 Service Provider is a material element of this Agreement. Service Provider's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider 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. Service Provider 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 duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works

project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider 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 Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider 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 Service Provider may result in termination of this Agreement by the City.

30. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

31. **SUBCONTRACTING.** If Service Provider 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 or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractor's performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. **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 Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

33. **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.

34. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider 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 Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider 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. Service Provider 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. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider 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.

35. **ADVERTISING AND PUBLICITY.** Service Provider 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.

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

37. **FORCE MAJEURE.** Neither the Service Provider 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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

43. **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.

44. **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's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

45. **ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

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

_____ _____
☐Luis A. Mc Arthur, Mayor[2] Date
☐Jennifer Hiraoka,[3]
Purchasing Manager

Synagro- WWT, Inc.

_____ _____
Emil Kneis, Sales Support Manager Date

_____ _____
Rhylee Callan, Contract Manager[4] Date

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, CITY Date
Attorney (always required)

---

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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.

EXHIBIT A

GENERAL SERVICE AGREEMENT
(City of Oxnard and Synagro-WWT, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Sian Bashkiroff, Associate Engineer,
sian.bashkiroff@oxnard.org , (805) 271-2204, (805) 833-9736

SUMMARY OF WORK

A) Digester Cleaning. Furnish all labor, materials, equipment, and incidentals necessary for removing and disposing of all grit, screenings, sludge, floatable material, etc., from the two digesters No. 1 and 3. Material shall be dewatered and disposed of at an approved facility. The disposal site shall meet all the legal, governmental and regulatory requirements. Purge both digesters with nitrogen gas, prior to the WRRF returning these to service. The Service Provider shall coordinate all work phases with the WRRF staff.

   1) Venting, emptying, dewatering, and cleaning Digester No. 1 with an internal diameter of 90 feet, and Digester No. 3 with an internal diameter of 110 feet.

   2) Cleaning both digesters, including cleaning of interior walls, surfaces, floor, and roof, roof components, pipes, and miscellaneous items and appurtenances inside the digesters.

   3) Once a digester is ready to return to service, the WRRF staff will fill it with liquid, and the Service Provider will purge air from the digester using nitrogen gas, after which WRRF will put the digester back in service.

B) Transport and Disposal. Service Provider shall satisfy the following operational conditions:

   1) The City requires that the Service Provider use certified scales at the disposal site to accurately account for all grit, screenings, sludge, etc., delivered from the WRRF to the disposal site. Selected disposal site shall provide annual scale certification to the City. Weight slips for each trailer load shall be submitted with the invoice. Invoices shall include a spreadsheet indicating daily certified weight from each trailer.

2) Selected disposal site shall have and maintain necessary environmental and regulatory permits and shall remain in good standing with the Environmental Protection Agency, State of California, and local agencies that regulate its activities.

3) No loaded trailer shall remain at the WRRF site longer than forty-eight (48) hours, without approval from the City.

C) Taking into full consideration the sequence of work, the Service Provider shall make proper allowances in the schedule to complete the work within the allotted time, including all incidental and related work required to complete the Project.

WORK SEQUENCE

A) The WRRF staff shall prepare the digester tanks for the Service Provider, including removing as much of the digested sludge to the greatest extent possible, shutting down and locking out all the gas-related systems, shutting down and locking out all pumps, isolating and locking out the digester gas piping system. The cleaned digester shall be returned to service and be in stable operation before the cleaning of the next digester is initiated.

B) WRRF staff will empty Digester No. 3 to the greatest extent possible. The Service Provider shall vent, empty, dewater, and clean Digester No. 3.

C) The Service Provider is not allowed to use the WRRF's dewatering and other equipment at any time.

D) Once Digester No. 3 is cleaned and ready to be returned to service, WRRF staff will fill the digester with liquid, likely non-potable plant water. The Service Provider shall then purge air from this digester using nitrogen gas, allowing it to be returned to service. Next, WRRF staff will start seeding Digester No. 3 with the digestate from Digester No. 1 and returning Digester No. 3 to service. The digester would need to be in stable operation, before the Service Provider can start cleaning Digester No. 1. It is expected to take 1 to 3 months for Digester No. 3 to achieve stable operations, during which time the Service Provider will not be able to continue the work at the site.

E) WRRF staff will empty Digester No. 1 to the greatest extent possible. The Service Provider shall vent, empty, dewater, and clean Digester No. 1. The Service Provider shall return to the site for this process within 5 days of receiving the notice from the WRRF that Digester No. 1 is ready for cleaning. Once Digester No. 1 is cleaned, the WRRF staff will fill it with liquid and the Service Provider shall purge air from Digester No. 1 using nitrogen gas, allowing it to be returned to service.

SERVICE PROVIDER RESPONSIBILITIES

A) The Service Provider shall comply with all Federal, State, and local Codes. Such regulations apply to activities including, but not limited to, site work and zoning, building practices and quality, on and offsite disposal, safety, transportation, sanitation, nuisance, and environmental quality

B) Qualifications: Service Provider shall have at least five (5) years' experience cleaning anaerobic digesters and dewatering municipal wastewater sludge.

C) Service Provider shall submit to the City for review and comment a written plan describing the procedures to be used for the sequence of the work and the procedure to be used to clean the digester. The plan shall include a time schedule, solids dewatering procedures, solids recovery to be achieved, and methods for removing solids from the digester. Service Provider shall not commence with digester cleaning until any comments to the written plan have been addressed to the satisfaction of the City.

D) The Service Provider shall provide all equipment for cleaning the digester including but not limited to pumps, sludge dewatering equipment, high pressure hoses, safety equipment, and lighting.

E) The Service Provider shall repair any damage that occurs when cleaning the digesters. Repairs shall be made to the satisfaction of the City.

F) The Service Provider shall take care to prevent spills and discharges of chemicals, filtrate, sludge(s), and cake to the ground, trenches, and State waters. Any spills and discharges shall be properly cleaned up and reported immediately to the City.

G) If any spills of the material described occur due to the Service Provider's failure to maintain the temporary flow control system, the Service Provider shall be responsible for the cost of spill cleanup and any fines levied on the City by the State, Federal, or any other applicable agency.

H) OPERATION NOTIFICATION AND COORDINATION:

1) Coordinate all interfering portions of the project with the City Project Manager. All work shall be conducted in such a manner as to minimize the impacts to the Oxnard WRRF operations at the site. Oxnard WRRF operations are 24/7/365. The Service Provider shall coordinate with WRRF staff to maintain an operating treatment system.

2) Lockout/Tagout: The City shall be responsible for performing all lockout/tagout (LOTO) procedures on system valves prior to the commencement of any work. Service Provider shall not operate or tamper with any locked or tagged equipment.

3) The Service Provider shall give notice of any system interruption to the City.

I) DIGESTER CLEANING

1) The cleaning, pumping, dewatering, and any additional systems required to complete the work shall be the Service Provider's responsibility.

2) The Service Provider shall clean the digester by removing all liquid and solid material that has accumulated on the inside of the digester, including grit, grease, scum, floatable material, screenings, etc., to the satisfaction of the City. The Service Provider shall then dewater said material, load it, haul it away, and dispose of it at a permitted site. The Service Provider will need to determine where to dispose of digester contents as part of the scope.

3) The Service Provider shall pipe the filtrate from the dewatering device to the plant drain. The Service Provider is responsible for providing any fittings, valves, and other requirements for discharge to the plant drain. The Service Provider shall coordinate the exact discharge location with the City. Pumping may be necessary.

4) Plant water will be made available to the Service Provider to complete the service. There are several plant water connections in the vicinity of the digesters for the Service Provider's use. If pressure and volume are insufficient, the Service Provider shall provide booster pumping of plant water at their own expense.

J) DEWATERING DEVICES

1) The Service Provider is not allowed to use the plant dewatering equipment.

2) All dewatering devices shall be in good repair, and excessive breakdowns shall not constitute a justifiable reason for the extension of the Contract Time.

3) Material to be dewatered will be anaerobically digested sludge, including grit, grease, scum, screenings, floatable material, etc., ranging from 0.5% solids to 95% solids. The material may be stringy or excessively fibrous and may contain small rocks and gravel.

K) Pumps shall be capable of pumping anaerobically digested sludge, grit, grease, scum, screenings, floatable material, entrained gas, etc., and other debris normally present in wastewater. Pumping equipment shall be of adequate capacity to maintain appropriate flow to the dewatering devices.

L) The Service Provider shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

M) The Service Provider shall limit the use of the premises for the performance of the work and storage of materials and equipment to allow for the WRRF use in operating and maintaining the plant. Other construction projects will be on-going during the preparation and cleaning period.

N) The Service Provider is responsible for the quality assurance and quality control of their respective work for the completion of this project.

O) The Service Provider shall monitor quality assurance over suppliers, manufacturers, products, services, site conditions, and workmanship, to complete the work.

P) The Service Provider shall assume full responsibility for the security of all materials and equipment stored on the site as well as the materials and equipment of any subcontractors.

Q) Coordinate with, schedule specified inspections by, and provide normal and customary assistance to the City Inspectors.

R) The Service Provider shall notify the City Project Manager, 72 hours in advance of the time it is necessary to take out of service any existing tank, pipeline, equipment, or structure. The Service Provider shall be responsible for providing whatever temporary piping, pumping, power, and control facilities as are required to maintain continuous plant operation and complete treatment except as otherwise specified. The integrity of existing plant utilities shall be maintained by the Service Provider at all times.

S) SERVICE PROVIDER FURNISHED TESTING LABORATORY SERVICES

1) An independent commercial testing Laboratory acceptable to the City shall perform all tests that require the services of a laboratory to determine compliance with the scope of work. The Laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

2) All the sampling bottles and collection tools for sludge sampling shall be provided by the Service Provider.

3) The Service Provider shall be responsible for all sample handling and testing costs.

4) The Service Provider’s testing Laboratory shall furnish three (3) copies of a written report of each test performed by Laboratory personnel. Distribution shall be two (2) copies of each test report to the City and one (1) copy for the Service Provider’s record.

5) The City will collect split samples and have the dewatered solids independently tested for verification of the Service Provider’s laboratory results. Payment will be based on the Service Provider’s laboratory results.

T) TEMPORARY FACILITIES AND UTILITIES:

1) The Service Provider shall submit power requirements for equipment required to complete the work. The WRRF will provide the power to the greatest extent possible. If power requirements can be met by the WRRF, the Service Provider shall coordinate with the City for power takeoff points, voltage and phasing requirements. The Service Provider shall also provide any special connections required for his work. If the WRRF cannot meet power requirements the Service Provider shall make arrangements to provide temporary power.

2) The Service Provider shall provide toilet and wash-up facilities for the workforce at the site of work. The facilities shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.

SAFETY

A) Air Pollution Control: The Service Provider shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. Service Provider shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods.

B) The Service Provider shall be responsible for all safety issues including work safety, maintaining gas concentrations in the digester below the lower explosive limit, and preventing damage to the City's facilities.

C) Service Provider is responsible for a safe working environment. Digester gas can form an explosive mixture with air. Tanks shall be ventilated by the Service Provider by forced air. Sufficient ventilation rate shall be provided to prevent an explosion hazard inside the tank and surrounding work areas. The Service Provider shall provide a portable combustion gas analyzer and demonstrate a safe environment before commencing with any work. The Service Provider is required to measure and record combustible gas readings, including but not limited to methane, before entering the digester, confined spaces as defined by 29 CFR Part 1926, "Confined Spaces in Construction," or other areas where atmospheric conditions might be unsafe for working without proper equipment or controls. No smoking is permitted, and spark-proof tools shall be used as deemed necessary by the City.

D) The Service Provider is solely responsible for the safety of all work and activities performed on-site by the Service Provider and the Service Provider's Subcontractors, suppliers, manufacturers, and testing firms performing Work required by the Contract Documents.

E) The work includes working inside a confined space, Class I, Division 1, Group D.

F) Service Provider shall provide a copy of their emergency response plan for spills and other contingencies.

MEASUREMENT AND PAYMENT

A) The following subsections describe the measurement of and payment for the work to be done under the items listed in the Bid. Each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed, including all services, labor, equipment, tools, transportation, materials, and supplies. The prices shall also include full submittals for samples; recording and submitting data incidental to each item; and for performing all required tests. No other payments for any specified or indicated work nor for any work implied therefrom shall be made. All items of work not specified as pay items shall be considered incidental, and costs shall be assumed to be included in the Bid Price for the associated items.

B) Where unit quantities are stated in the Bid Schedule, the quantities stated in the Bid are approximate only.

C) MOBILIZATION/DEMOLIZATION (BID ITEM 1)

1) Mobilization includes cost of insurance, obtaining permits, setting up site offices and storage facilities, temporary utilities, project management and administration, and all other costs related to mobilization.

2) Demobilization includes removal of temporary facilities and equipment, site cleanup and final contract closeout costs. All costs not included in the price for mobilization/demobilization shall be assumed to be distributed among the other bid items. No additional payment will be paid for any mobilization or demobilization cost not included in the bid price for this item as a lump sum price.

3) Mobilization and Demobilization is a lump sum bid for mobilization/ demobilization and shall not exceed fifteen percent (15%) of the Total Bid price.

D) DIGESTER NO. 1 AND 3 DISPOSAL (BID ITEM 2)

1) The unit price for this item shall be the quantity of dry tons removed from the site for final disposal. Payment will be calculated by multiplying the weight of wet material (in tons), as determined from certified weight slips from the disposal site by the percent solids of the disposed solids. To determine the percentage of solids, a representative sample of the disposed waste will be taken by the Service Provider and WRRF personnel, in the presence of the Service Provider, prior to hauling each trailer to the approved disposal site. The sample will be analyzed for percent solids in accordance with Method 2540 B of Standard Methods for the Examination of Water and Wastewater, latest edition, by an independent and accredited environmental laboratory.

2) The Service Provider shall submit documentation of the approved disposal site prior to the removal of digester contents.

E) DIGESTER NO. 1 AND 3 CLEANING (BID ITEMS 3 AND 4)

1) The lump sum price for this item shall constitute full compensation for Digester Cleaning. Furnish all labor, materials, equipment, and incidentals necessary and, complete the removal of all grits, screenings, sludge, floatable, etc. from the two digesters, dewatering the contents, and final cleaning of the empty digester.

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of Oxnard and Synagro- WWT, Inc.)

SCHEDULE OF COMPENSATION

ATTACHMENT A
COMPENSATION SCHEDULE

DIGESTER CLEANING SERVICES

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Item No.	Description	Unit	Estimated Quantity	Unit Amount	Extended or Lump Sum Price
1	Mobilization and Demobilization	Lump Sum	LS		$ 175,000.00
2	Sludge Removal – Digester 1	Cubic Yard	2000	$81.82	$ 163,640.00
3	Sludge Removal – Digester 3	Cubic Yard	3500	$81.82	$ 286,370.00
4	Digester 1 - Cleaning	Lump Sum	LS		$ 70,000.00
5	Digester 3 - Cleaning	Lump Sum	LS		$ 70,000.00
6	Dewatering and Disposal of Biosolids	Dry Ton	700	$ 587.00	$ 410,900.00
				BID TOTAL	$ 1,175,910.00
	Disposal of Screened Material	Allowance			$10,000

EXHIBIT C

GENERAL SERVICES AGREEMENT
(City of Oxnard and Synagro- WWT, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") 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-I

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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;"

c. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

d. 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.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 <u>and</u> 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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

1/23

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 notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business 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.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** **Contractors Pollution Liability and Contractors Pollution Errors & Omissions**				PER CLAIM / OCCURRENCE GENERAL AGGREGATE	$2,000,000 $2,000,000

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 30 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

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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 ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: ( ) _____

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:

1. **INSURED.** The City, its officers, agents, employees and volunteers 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 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 Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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 462500-4299 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 _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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 ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (____) _____

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:

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 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 462500-4299 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-I.doc

EXHIBIT D

GENERAL SERVICES AGREEMENT
(City of Oxnard and Synagro- WWT, Inc.)

[RESERVED]

EXHIBIT E

GENERAL SERVICES AGREEMENT
(City of Oxnard and Synagro- WWT, 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 trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider 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, Service Provider 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, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.
B. Service Provider 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 Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider 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. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Service Provider shall compensate any employee of Service Provider 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, Service Provider 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, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

EXHIBIT F

GENERALSERVICES AGREEMENT
(City of Oxnard and Synagro- WWT, Inc.)

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.

3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200

et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in

the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

EXHIBIT G

GENERAL SERVICES AGREEMENT
(City of Oxnard and Synagro- WWT, Inc.)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Synagro - WWT, Inc

Federal ID Number (or n/a): 52-1130492

By (Authorized Signature):

Printed Name & Title of Person Signing: Sales Support Manager

Date Executed: 8/27/2025

Executed in the County of Baltimore in the State of Maryland

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: November 3, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Ordinance Regarding Building Regulations. (10 minutes)

RECOMMENDATION

That the City Council introduce and approve the first reading, by title only, waiving further reading of an ordinance amending Articles II through XIII, XV, and XVI, of Chapter 14 of the Oxnard City Code pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Electrical Code, California Existing Building Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, Fire Codes, and Fire Sprinklers; creating Article XXIX pertaining to the International Property Maintenance Code, and the Uniform Code for the Abatement of Dangerous Buildings.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aJj_4-xjSNc

BACKGROUND

The State of California periodically updates the standards contained in the California Building Standards Code (CBSC). These codes are based on model codes which act as national standards published by model code organizations made up of building officials, design professionals, academic bodies, construction related industries, contractors, and other construction related individuals and associations. The publishers of these codes are mainly the International Code Council, the National Fire Protection Association, and the International Association of Plumbing and Mechanical Officials. State Agencies modify these model codes to ensure consistency with State laws, and the State modified codes are known collectively as the Building Standards Code, or alternatively as Title 24 of the California Code of Regulations. The California Building Standards Code has been historically updated and replaced every three years in what is typically referred to as the triennial code update. The 2025 CBSC was published July 1st and will take effect January 1, 2026 by operation of State Law, replacing the 2022 version.

A city may make modifications to the codes adopted by the State, without making them less stringent, when local conditions require such modifications. This agenda item adopts the 2025 CBSC in addition to property maintenance codes, along with the necessary changes due to the specific local conditions found in Oxnard. As part of this agenda item, the City Council is required to make express findings of the necessity for the changes due to these specific local conditions: climatic, geographical, or topographical conditions. The findings of necessity are included within the body of the ordinance and are further set forth in Exhibit A to the ordinance entitled "Index & Summary to the California Codes and Amendments."

Local changes used as a basis for code modifications conditions include, but are not limited to the following examples:

1. Local Topographic Conditions require provisions to reduce the chance of flooding due to slow water runoff caused by the relatively flat topography in the city of Oxnard.

2. Local Geological Conditions require provisions relating to seismic safety due to the proximity of earthquake faults, the type of soils found beneath the City of Oxnard, and the high level of groundwater.
3. Local Climatic Conditions require provisions related to the high fire hazard generated by the seasonal "Santa Ana" wind events.

All of the proposed code modifications have been adopted by City Council through previous code adoption actions, and are similar to changes made by many jurisdictions in southern California. Local administrative changes are also made to accommodate local permit processing to better serve Oxnard residents and businesses.

It should be noted that California recently enacted Assembly Bill 130 (AB 130), signed into law on June 30, 2025, which includes among other provisions, restrictions on new modifications to the California Building Standards Codes that would affect residential construction, if those provisions were not in effect prior to Oct. 1, 2025, or unless they pertain to home hardening related to wildfire mitigation efforts. All of these proposed code modifications fall into those two categories: they are carry over provisions from previous code adoption ordinances enacted prior to Oct. 1, 2025, or they are related to the adoption of the new 2025 California Wildland-Urban Interface Code and can be appropriately categorized as wildfire mitigation efforts.

The adoption of the International Property Maintenance Code (IPMC), and the Uniform Code for the Abatement of Dangerous Buildings and the associated amendments serves as a resource to Oxnard Code Enforcement and Fire Department staff in enforcing the maintenance of building, fire & life safety, and habitability standards, and is not related to the California Building Standards Code triennial update. The property maintenance code adoption and associated amendments are identical to that of prior code adoption efforts except that the most current version (2024) of the IPMC is being adopted.

The adoption of these codes is categorically exempt under the California Environmental Quality Act.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and as such does not relate to the City Council strategic priorities.

FINANCIAL IMPACT

There is no financial impact associated with this agenda item.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Jeff Pengilley, Community Development Director, Steve Newman, Engineering Division Manager

ATTACHMENTS

1. Ordinance Adopting the 2025 California Building Standards Code and Property Maintenance Codes
2. Exhibit A- Index & Summary to the California Codes and Amendments
3. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ARTICLES II THROUGH XIII, XV, AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE, PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA WILDLAND-URBAN INTERFACE CODE, FIRE CODES, AND FIRE SPRINKLERS; CREATING ARTICLE XXIX PERTAINING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

The City Council of the City of Oxnard does ordain as follows:

Section 1. Articles II through XIII, XV, and XVI of Chapter 14 of the Oxnard City Code are hereby amended and Article XXIX is hereby created.

Section 2. The following acronyms are used in this ordinance to clarify the sections of the City Code being added or amended.

ACI-318	American Concrete Institute – Building Code Requirements for Structural Concrete, 2019 Edition.
ANSI	American National Standards Institute
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2022 Edition.
AWC SDPWS	American Wood Council – Special Design Provisions for Wind and Seismic, 2021 Edition.

CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)]
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)]
CBSC	California Building Standards Commission
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)]
CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)]
CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)]
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)]
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)]
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)]
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)]
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)]
CWUIC	California Wildland-Urban Interface Code [Title 24, Part 7 of the California Code of Regulations (C.C.R.)]
Energy Code	California Energy Code [Title 24, Part 6 of the California Code of Regulations (C.C.R)]
IAPMO	International Association of Plumbing and Mechanical Officials
NEC	National Electrical Code
OCC	Oxnard City Code
NEC	National Electrical Code
OCC	Oxnard City Code

Section 3. Article II - California Building Code, Article III - California Residential Code, Article IV - California Green Building Standards Code, Article V - Property Maintenance and Abatement Codes (to be Reserved for future use), Article VI - California Historical Building Code, Article VII - California Electrical Code, Article VIII - California Existing Building Code, Article IX - California Mechanical Code, Article X - California Referenced Standards Code, Article XI - California Plumbing Code, Article XII - California Energy Code, Article XIII - California Wildland-Urban Interface Code, Article XV - Fire Codes, Article XVI - Fire Sprinklers, of the Oxnard City Code are amended, and Article XXIX - Property Maintenance and Abatement Codes, is added to the Oxnard City Code to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code ("CBC"), 2025 Edition, including Appendices C, H, and J, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section [A]101.4.4: Amend Section [A]101.4.4 to read as follows:

[A]101.4.4. Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section [A]103.1: Amend Section [A]103.1 to read as follows:

[A]103.1. Creation of enforcement agency. The Building and Engineering Division of the Community Development Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section [A]105.2: Amend Section [A]105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.

4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section [A]105.3.2: Amend Section [A]105.3.2, to read as follows:

[A]105.3.2. Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for

additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Chapter 1 Division II, Section [A]107.1: Amend Section [A]107.1, to read as follows:

[A]107.1. General. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit. When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer. The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such even if not required by state law.

> EXCEPTION: The Building Official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this Code.

Computations, diagrams, schedules, soil reports, geological or geotechnical reports, hazardous material reports and other data sufficient to show the correctness and adequacy of the plans shall be submitted when required by the Building Official.

(F) Chapter 1 Division II, Section [A]109.2: Amend Section [A]109.2, to read as follows:

[A]109.2. Schedule of permit fees. On building, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be as set forth in the fee schedule adopted by resolution or ordinance of the City Council, in accordance with the most current policies and procedures as described in the Fees Charged to Developers document approved by the Community Development Director.

(G) Chapter 1 Division II, Section [A]110.3.12: Add Section [A]110.3.12.3 to read as follows:

[A]110.3.12.3. OSHPD 3 Inspection. For clinics and facilities covered by Office of Statewide Health Planning and development (OSHPD 3) requirements and requiring certification of the construction meeting OSHPD 3 requirements, prior to a final inspection by the building inspector, the owner shall employ an OSHPD certified inspector to conduct an inspection of all applicable OSHPD 3 requirements and prepare a report stating that the construction fully complies to all of California's OSHPD 3 requirements. The report shall be submitted to the building inspector for their review and approval prior to scheduling a final inspection for the facility.

(H) Section 903.2: Amend Section 903.2 to read as follows:

903.2. Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls, fire barriers, and fire partitions shall not be considered as creating separate buildings.

(I) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1. General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(J) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1. General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(K) Section 1507.3.1: Amend Section 1507.3.1 to read as follows:

1507.3.1. Deck Requirements. Concrete and clay tile shall be installed only over solid sheathing.

(L) Section 1511.1: Amend the first paragraph of Section 1511.1 to read as follows:

1511.1. General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this Code, or as approved by the building official.

(M) Section 1613.8: Add Section 1613.8 to read as follows:

1613.8. Amendments to ASCE 7. The provisions of Section 1613.8 shall be permitted as an amendment to the relevant provisions of ASCE-7.

(N) Section 1613.8.1: Add Section 1613.8.1 to read as follows:

1613.5.1. Modification to ASCE 7 Section 12.2.3.1 Exception 3. ASCE 7 Section 12.2.3.1, Exception 3 is modified to read as follows:

3. Detached one-and two-family dwellings up to two stories in height of light frame construction.

(O) Section 1613.8.2: Add Section 1613.5.2 to read as follows:

1613.8.2 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3. Wood Diaphragms. The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(P) Section 1613.8.3: Add Section 1613.8.3 to read as follows:

1613.8.3. Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$\delta_M = C_d \delta_{max}$ **(Eq. 12-12.1)**

(Q) Section 1704.6: Amend Section 1704.6 to read as follows:

1704.6. Structural Observations. Where required by the provisions of Section 1704.6.1 or 1704.6.2, or 1704.6.3, the owner shall employ a structural observer to perform structural observations. Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705

or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

The registered design professional responsible for the structural design shall submit to the building official a written statement identifying the frequency and extent of structural observations. This written statement shall be made part of the construction documents prior to permit issuance.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(R) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3. Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection and test shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).

2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

2.1. The footings support walls of light-frame construction;
2.2. The footings are designed in accordance with Table 1809.7, or
2.3. The structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks

(S) Section 1705.13.2: Amend Section 1705.13.2, Exception, to read as follows:

Exception: Special inspections are not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other elements of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing

is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(T) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2. Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(U) Section 1804.4: Amend Section 1804.4 to read as follows:

1804.4. Site Grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 50 units horizontal (2-percent) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 2-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building.

> **Exception:** Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or ramp that is required to comply with Section 1010.1.4, 1012.3 or 1012.6.1.

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Provisions shall be made for the control and drainage of surface water around buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded to drain to a street or public way that abuts the site or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

	Longitudinal	Cross Slope
1. Pervious surfaces	-- 1 percent slope	2 percent slope
2. Asphalt surfaces	-- 1/2 percent slope	1 percent slope
3. Concrete surfaces	-- 1/4 percent slope	½ percent slope

(2 percent = ¼ inch per foot; 1 percent = 1/8" per foot; ½ percent = 1/16" per foot; and ¼ percent = 1/32 inch per foot.)

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(V) Section 1804.8: Add Section 1804.8 to read as follows:

1804.8: Minimum Foundation Elevation. The top of any exterior foundation shall extend above the elevation of the lowest adjacent street gutter or the inlet of an approved drainage device not less than 25 inches. Alternative elevations are permitted subject to approval of the building official, provided that it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.

(W) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1. General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.11.

(X) Section 1905.1.7: Amend Section 1905.1.7 to read as follows:

1905.1.7. Section 14.1.4 of ACI 318 is not adopted. It is replaced with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1 Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows.

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the

gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(Y) Section 1905.1.9: Add Section 1905.1.9 to read as follows:

1905.1.9. Modify ACI 318 Section 18.7.5, by adding Section 18.7.5.8 and 18.7.5.9 to read as follows:

18.7.5.8 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, items (a) through (c), over the full height of the member.

18.7.5.9 – At any section where the design strength, φP_n, of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, φP_n, of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(Z) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10. Modify ACI 318 Section 18.10.4, by adding Section 18.10.4.7 to read as follows:

18.10.4.7 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14.

(AA) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.11. Modify ACI 318, by adding section 18.12.6.2 as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or 6 d_b thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(BB) Section 2304.10.2: Amend Section 2304.10.2 to read as follows:

2304.10.2. Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.1. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

> **Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(CC) Section 2304.10.3.1: Add Section 2304.10.3.1 to read as follows:

2304.10.3.1. Quality of Nails. Mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

(DD) Section 2305.4: Add Section 2305.4 to read as follows:

2305.4. Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(EE) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2. Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

> **Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(FF) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3. Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

   Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AWC SDPWS for sill plate size and anchorage requirements.

4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for Portland cement plaster and 30 plf for

gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

> **Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

> ***Exception: [DSA-SS DSA-SS/CC and OSHPD 1,2,&4]*** *Wood structural panel walls using staples as fasteners are not permitted by DSA and OSHPD.*

(GG) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2. Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(HH) Table 2308.10.1: Amend Table 2308.10.1 by modifying footnote "b" to read as follows:

> b. See section 2308.10.3 for full description of bracing methods. Bracing methods DWB, SFB, PBS, HPS, and GB are not permitted in Seismic Design Categories D or E.

(II) Section 2308.10.8.1: Amend Section 2308.10.8.1, first Exception, to read as follows:

Exception: For structures in Seismic Design Category A, B, or C, with a maximum plan dimension not more than 50 feet (15 240mm), continuous foundations are required at exterior walls only.

(JJ) Section 2308.10.9: Amend Section 2308.10.9 to read as follows:

2308.10.9. Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be les than that prescribed in Table 2308.10.1 or Table 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(KK) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(LL) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1. Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report (and an engineering geology report where required by the Building Official.) The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering (and engineering geology report if required) along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, and 1.8.4, as applicable, the applicant shall state the estimated quantities of excavation and fill.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED.

Part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2025 Edition, including Appendix BF and BB, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) **Chapter One – Division II ADMINISTRATION.** Except for Sections R101.1, R101.2, and R101.3, entitled "Title," "Scope," and "Purpose," Chapter One, entitled "Division II Scope and Administration" is hereby deleted from the CRC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

(B) Section R301.2.2.11: Add Section R301.2.2.11 to read as follows:

R301.2.2.11. Anchorage of mechanical, electrical, or plumbing components and equipment. Mechanical, electrical, or plumbing components and equipment shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the California Building Code and ASCE7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either:

1. The component weighs 400 lb. or less and has a center of mass located 4ft. or less above the supporting structure; or
2. The component weighs 20 lb. or less or, in the case of a distributed system, 5 lb/ft or less.

(C) Section R309: Add Section R309 to read as follows:

R309. General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(D) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D_0, D_1, and D_2 shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(E) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2. Continuous footing in Seismic Design Categories D_0, D_1, and D_2. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D_0, D_1, and D_2 shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(F) Section R403.1.3.6: Section R403.1.3.6 is deleted in its entirety.

(G) Section R404.2: Amend Section R404.2 to read as follows:

R404.2. Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1, and D_2.

(H) Table R602.3(1): Amend Table R602.3(1) by adding footnote "j" to be applicable to the entire table and to read as follows:

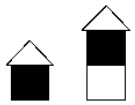
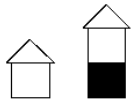
j. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(I) Table R602.3(2): Amend Table R602.3(2) by revising footnote "b" to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(J) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D[a] WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[b]			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods[c] GB and PCP	Method WSP[d]	Continuous Sheathing[d]
SCD D_2		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the *Sd.*, values associated with the seismic design categories shall be permitted when a site-specific *Sds* value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SDC D_2 of 15/32", and shall not be attached using staples.

(K) Table R602.10.4: Amend Table R602.10.4 by adding footnote "f" to be applicable to the entire table and to read as follows:

f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(L) Section R703.1: Amend Section R703.1 to read as follows:

R703.1. General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall included flashing as described in Section R703.4. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(M) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet from a lot line. Class A or B roofing required by this section shall be tested in accordance with UL 790 or ASTM E108.

(N) Section R902.1.2: Amend Section R902.1.3 to read as follows:

R902.1.3. Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(O) Appendix Chapter BF, Section BF103.2: Amend Appendix Chapter BF, Section BF103.2 to read as follows:

BF 103.2. Light, ventilation and emergency egress. Exterior openings required for light and ventilation shall be permitted to open into a patio structure conforming to Section BF101. Where such exterior openings serve as an exit from the dwelling unit, the patio structure, unless unenclosed, shall be provided with exits conforming to the provisions of Section R311 of this code. Emergency egress or rescue openings from sleeping rooms shall not open into a patio structure.

(P) Appendix Chapter BF, Section BF106: Appendix Chapter BF, Section BF106 is deleted in its entirety.

(Q) Section R301.1.5: Add Section R301.1.5 to read as follows

R301.1.5 Minimum Foundation Elevation. The minimum foundation elevation for all structures governed by this code shall comply with Section 14-3 (V) of the Oxnard City Code.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE

SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

The eleventh part of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2022 Edition, as published by the California Building Standards Commission, 2524 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE V. – RESERVED

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-10. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code ("CHBC"), 2025 Edition, including Appendix A, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-11. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code ("CEC"), 2025 Edition, which incorporates by reference the National Electrical Code ("NEC"), 2023 Edition, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-12. AMENDMENTS.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10. Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

(B) Article 695.3: Amend Article 695.3 to read as follows:

Article 695.3. Power Source(s) for Electric Motor-Driven Fire Pumps. Electric motor-driven fire pumps shall have a reliable source of power. Power provided by the

local serving utility company shall only be considered a reliable source of power where an onsite generator is provided as an alternate source of power. *[OSHPD 1, 1R, 2, 3, 4, & 5] Such reliable source of power shall consist of a normal source and an onsite generator as the alternate source.*

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE

SEC. 14-13. CALIFORNIA EXISTING BUILDING CODE ADOPTED.

The tenth part of twelve parts of the California Code of Regulations, Title 24, known as the California Existing Building Code ("CEBC"), 2025 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE IX. CALIFORNIA MECHANICAL CODE

SEC. 14-14. CALIFORNIA MECHANICAL CODE ADOPTED.

The fourth part of twelve parts of the California Code of Regulations, Title 24, known as the California Mechanical Code ("CMC"), 2025 Edition, and Appendices B and C thereof, and Standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-15. AMENDMENT.

(A) **Chapter One, Division II– Administration.** Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Purpose," and "Scope," Chapter One, Division II entitled "Administration" is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE

SEC. 14-16. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code ("CRSC"), 2025 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-17. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of twelve parts of the California Code of Regulations, Title 24, known as the California Plumbing Code ("CPC"), 2025 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-18. AMENDMENT.

(A) **Chapter One, Division II– Administration.** Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Purpose," and "Scope," Chapter One, Division II entitled "Administration" is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. CALIFORNIA ENERGY CODE

SEC. 14-19. CALIFORNIA ENERGY CODE ADOPTED.

The sixth part of twelve parts of the California Code of Regulations, Title 24, known as the California Energy Code ("Energy Code"), 2025 Edition, including Appendices 1-A and 1-B, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XIII. CALIFORNIA WILDLAND -URBAN INTERFACE CODE.

SEC 14-21. CALIFORNIA WILDLAND-URBAN INTERFACE CODE – ADOPTED.

The seventh part of twelve parts of the California Code of Regulations, Title 24, known as the California Wildland-Urban Interface Code ("CWUIC") 2025 Edition, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC 14-22. AMENDMENTS

(A) Add Sections 405 through 405.9.1 to read:

405. FIRE HAZARD SEVERITY ZONE-REQUIREMENTS SPECIFIC TO OXNARD.

405.1. Fire Hazard Severity Zone Established. The Fire Hazard Severity Zones shall be established as shown in Article XIX Section 14-40 of the OCC.

FIRE HAZARD SEVERITY ZONE MAP

405.1.2. Modified Boundary Lines. When in the course of improvement of undeveloped areas of the City, new streets, lots and building sites are created where none existed before, and such new streets, lots and building sites overlap the existing boundary line of the Fire Hazard Severity Zone, the boundary line of such zone shall be deemed to be relocated to coincide with the property boundary or along the center line of such newly created streets that lie closest to the original boundary line location.

405.1.3. Legal Description. The Fire Code Official shall, by regulation, establish a legal description of the Fire Hazard Severity Zones. Such regulation shall be amended from time to time to reflect changes necessitated by Section 405.1.2, or for other necessary purposes. Every such regulation of the Fire Code Official shall be established according to the requirements of Section 104.1.1 of the Oxnard City Fire Code.

405.2. Posting of Signs Prohibiting Smoking and Burning. There shall be no open burning or smoking in the Fire Hazard Severity Zones. The Fire Code Official shall cause such districts to be posted at all times by suitable signs giving notice thereof.

405.3. Authority to Construct. Maintain and Close Fire Roads, Fire Trails and Firebreaks. The Fire Code Official shall have authority to construct fire roads and firebreaks in or upon any undeveloped lands in any mountain or hill area, whether or not such lands are public or private, with the consent of the owner thereof, and to maintain the same on a permanent basis when the Fire Code Official determines that such fire roads and firebreak are necessary for the protection of life and property against fire or

panic.

405.3.1. Authority to Secure. The Fire Code Official may install gates or cables, and securely lock the same, to prevent the use by unauthorized persons of any fire road, truck trail or other road which is not a public highway and over which the Fire Department has the right to pass, whether by easement, license, City ownership or otherwise, for purposes relating to fire protection or control.

405.4. Authority in Public Lands. All lands within the limits of the City of Oxnard and lying within the boundaries of any State or Federal lands may be closed to the public by the Fire Chief or by any duly authorized State or Federal officer, provided such closure is not in conflict with any State or Federal law. No person shall enter upon any lands so closed except by valid Special Permit from the Fire Code Official pursuant to Section 105.8 of the Oxnard City Fire Code. Notice of such closure shall be deemed sufficient when provided pursuant to Section 405.8.1.

Exception:
Closure of private lands shall not prohibit the use or entry upon such lands by the owner, his guests or invitees, provided such guests or invitees have written permission of the owner of such private lands to enter upon the same.

405.5. Open Flame Prohibited. There shall be no open flame or self-contained device capable of producing flame permitted or located upon any road, street or fire road within the Fire Hazard Severity Zones.

405.6. Smoking Prohibited. It shall be unlawful for any person to light, ignite or smoke any cigar, cigarette, tobacco in a pipe or other form of smoldering substance within the Fire Hazard Severity Zones.

405.7. Clearance of Vegetative Growth From Electrical Transmission Lines. Any person owning, leasing, controlling, operating or maintaining any electrical transmission line over any mountainous forest, brush, or hazardous vegetation covered land shall at all times cut, trim, or otherwise remove all forked, dead, decadent, rotten, diseased, or weakened branches of trees, or trees that may contact or fall upon any transmission line. Live trees shall remain pruned and trimmed to prevent exposure to electrical transmission or branch lines.

405.8. Restricted Entry or Presence in the Fire Hazard Severity Zones. Any person who enters or is present in the Fire Hazard Severity Zones, except upon public roadways, inhabited areas, or established trails and campsites open to the public, is committing a trespass. Notice of said offense shall be deemed sufficient where provided pursuant to Section 405.8.1.

Exceptions:
This subsection shall not prohibit residents or owners of private property or their invitees or guests from going to or from such private property, provided that such invitees or guests have the permission of the owner or resident to be in or upon such private property.

This subsection shall not restrict any public officer in the pursuit of his/her duty.

405.8.1. Notice. For purposes of Sections 405 through 405.9.1, notice may be given as follows:

Posted Property. By posted signs identifying the property closed to the public within the Fire Hazard Severity Zones, bearing the words "PROPERTY CLOSED TO THE PUBLIC – TRESPASSING FORBIDDEN BY LAW" in letters not less than 3 inches in height, at the entrance thereto and along all exterior boundaries at equal intervals not less than three to the mile, and at all roads and trails entering the property; or

Personal Notice. By personal notice given directly to a person found in an area of the Fire Hazard Severity Zones closed to the public, advising the person that the area is closed to the public and that if the person refuses or fails immediately to leave the closed area, or if the person leaves and returns, the person's presence in the non-public area constitutes trespassing.

405.8.2. Trespass. No person shall travel or trespass upon any identified Fire Hazard Severity Zone.

405.8.3. Special Permit. No person shall operate, drive or park any motorcycle, motor scooter or other vehicle within the Fire Hazard Severity Zones, except upon clearly established public or private roads, without first having secured a Special Permit from the Fire Code Official pursuant to Section 105.8.

405.8.4. Unauthorized Parking. No unauthorized person shall park any vehicle so as to obstruct the entrance to any identified Fire Hazard Severity Zone.

405.9. Tampering With Established Locks, Signs, Barriers, or Water Tanks . No person, except one authorized and acting within the scope of his official duties, shall unlock, open, damage, or tamper with or cause to be unlocked, opened, damaged, or tampered with any lock, gate, door, barrier, seal, water tank enclosure, water valve, hydrant, or other fire protection equipment or facility installed by or under control of the designated Fire Authority.

405.9.1. Defacing Signs. No person, except one authorized and acting within the scope of his official duties, shall remove, deface, mar, mutilate, or change the position of any sign, installed by the Fire Code Official pursuant to this article, designating "CLOSED AREA," "NO SMOKING," "NO OPEN FIRES," "RESTRICTED ENTRY," or other sign or device installed to give warning and to regulate persons' actions within the Fire Hazard Severity Zone.

ARTICLE XV. CALIFORNIA FIRE CODE

SEC. 14-24. CALIFORNIA FIRE CODE – ADOPTED.

The ninth part of twelve parts of the California Code of Regulations, Title 24, known as the California Fire Code ("CFC") 2025 Edition, including Appendix Chapter 4,

Appendix B, Appendix C, Appendix D, Appendix F, and Appendix P, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS.

(A) Chapter 1, Section [A] 101.1: Amend Section [A] 101.1 to read:

[A] 101.1. Title. These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as "this code".

(B) Chapter 1, Section [A] 103.1: Amend Section [A] 103.1 to read:

[A] 103.1. Creation of agency. The Oxnard Fire Prevention Bureau is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

(C) Chapter 1, Section 104.12: Add Section 104.12 to read:

104.12. General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(D) Chapter 1, Section 104.12: Add Section 104.12.1 to read:

104.12.1. Cost Recovery. Where an emergency situation is caused or exacerbated by a willful act, a negligent act, or a violation of the Fire Code, Building Code, or any other applicable law, ordinance or regulation, the cost of mitigating and securing any emergency that is within the responsibility of the Fire Chief shall be charged against the person who caused the emergency or who caused the circumstances leading to the creation of the emergency. Damages and expenses incurred by any public agency providing mutual aid shall constitute debt of such person and shall be collectible by the Fire Chief for proper distribution in the same manner as in the case of an obligation under contract expressed or implied. Expenses as stated above shall include, but not limited to, equipment and personnel committed and any payments required by the public agency to outside business firms requested by the public agency to mitigate or secure the emergency, monitor remediation, and clean up.

(E) Chapter 1, Section 104.13:. Add Section 104.13 to read:

104.13. Stopping uses, evacuation. The chief is authorized to order an operation or use

stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(F) Chapter 1, Section 105.5.59: Add Subsection 4 to read:

1. **Cannabis.** An operational permit is required to dispense, test, distribute, grow, manufacture, or cultivate cannabis for commercial use.

(G) Chapter 1, Section 105.5.59: Add Subsection 5 to read:

2. **Wood and Wood Composite Pallet Manufacturing and Recycling Facilities.** Wood and wood composite pallet manufacturing and recycling facilities require an operational permit.

(H) Chapter 1, Section 105.5.59: Add Subsection 6 to read:

3. **Electronic Gate Access**. Where section 503.7 Electronic and Electric Access Gates applies, an operational permit is required.

(I) Section [A] 113.4: Amend Section [A] 113.4 to read:

[A] 113.4. Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand Dollars ($1,000.00) or by imprisonment not exceeding (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(J) **Section 202: The following definitions are added or amended to read as**

follows: Fire Chief. The Chief Officer of the Fire Department serving the jurisdiction.

Fire Code Official. The fire chief or other member of the fire department appointed by the fire chief charged with the administration and enforcement of this code.

Operational Fire Permit. An official document or certificate issued by the Oxnard Fire Department which authorizes performance of a specific activity.

(K) Section 401.10: Add Section 401.10 to read:

401.10. Immediate Reporting of a Release or a Threatened Release. Any person who stores, transports, dispenses, uses, or handles hazardous materials, or any facility required by Occupational Safety and Health Administration (OSHA) regulations to prepare or maintain a Material Safety Data Sheet (MSDS)/Safety Data Sheets (SDS), including those who store extremely hazardous substances shall provide an immediate, verbal report of any release or threatened release of a hazardous material to the City of Oxnard Fire Department accessing the 911 emergency reporting system without delay as soon as:
1. a person has knowledge of the release or threatened release;
a. notification can be provided without impeding immediate control of the release or threatened release;
b. Notification can be provided without impeding immediate emergency medical measures.
2. The immediate reporting pursuant to subsection #1. of this section shall include, as a minimum:
a. the exact location of the release or threatened release;
b. the name of the person reporting the release or threatened release;
c. the hazardous materials involved in the release or threatened release;
d. an estimate of the quantity of hazardous materials involved; and
e. if known, the potential hazards presented by the hazardous material involved in the release or threatened release**.**

(L) Section 503.1.2.1: Add Section 503.1.2.1 to read:

503.1.2.1. Difficult Apparatus Access. If the Fire Code Official determines that access for fire apparatus to any building or structure is unduly difficult, installation of an automatic fire-extinguisher system shall be required.

(M) Section 503.2.1: Amend Section 503.2.1 to read:

503.2.1. **Dimensions**. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).
Exceptions:
1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(N) Section 503.7: Add Section 503.7 to read:

503.7. **Electronic and Electric Access Gates**. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, "opening" shall be limited to an exterior door for a commercial or industrial building or a door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(O) Section 503.7.1: Add Section 503.7.1 to read:

503.7.1. **Battery Backup.** Electronic and Electric Access Gates shall be installed with battery back up to ensure functionality in the case of power failure to the primary means of power.

(P) Section 503.7.2: Add Section 503.7.2 to read:

503.7.2. **Electronic and Electric Access Gates Maintenance.** Electronic and Electric Access Gates shall be maintained in working order at all times. Inspections, testing and maintenance shall occur on an annual basis to verify proper functionality of Electronic and Electric Access Gates. Electronic and Electric Access Gates found to be not functioning properly shall be secured in a manner which ensures access at all times as needed. Notification of non working Electronic and Electric Access Gates shall be made to the fire code official at time of discovery.

(Q) Section 503.7.3: Add Section 503.7.3 to read:

503.7.3. **Electronic and Electric Access Gates Maintenance Records.** All contractors who service, test, install and/or maintain Electronic and Electric Access Gates within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance as required by the fire code official. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the contractor to the approved single-point repository service vendor. It is the responsibility of the third party testing company to upload test data to the single-point repository within 30 days of test completion

(R) Section 507.5: Amend Section 507.5 to read:

507.5. Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards and Appendix C or by an approved method.

(S) Section 507.5.1.1: Amend Section 507.5.1.1 to read:

507.5.1.1. Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(T) Section 901.6.3.2: Add Section 901.6.3.2 to read:

901.6.3.2 System Records. All contractors or property owners who service, test, install and/or maintain fire protection systems and devices within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance required by the referenced standards. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the Responsible Party to the approved single-point repository service vendor. It is the responsibility of the third party testing company to upload test data to the single-point repository within 30 days of test completion.

(U) Section 903.4.2.1: Add Section 903.4.2.1 to read:

903.4.2.1. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(V) Section 904.3.5: Amend Section 904.3.5 to read:

904.3.5. Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(W) Section 906.1, #10. Add Section 906.1, #10 to read:

10. As required by the Fire Code Official.

(X) Section 907.3.5: Add Section 907.3.5 to read:

907.3.5. Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(Y) Section 907.5.2.3.5: Add Section 907.5.2.3.5 to read:

907.5.2.3.5. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(Z) Section 3901.1: Amend Section 3901.1 to read:

3901.1. Scope. Plant cultivation, processing, or extraction facilities shall comply with this chapter and the California Building Code. The extraction process includes the act of extraction of the oils and fats by use of a solvent, desolventizing of the raw material, production of the miscella, distillation of the solvent from the miscella, and solvent recovery. The use, storage, transfilling, and handling of hazardous materials in these facilities shall comply with this chapter, other applicable provisions of this code, Chapter 38 of NFPA 1, and the California Building Code.

(AA) Reserved

(BB) Section B105: Amend Table B105.2 to read:

Table B105.2. Column two - Minimum Fire-flow, Row two of three:
50% of the value in Table B105.1(2)[a]
Table B105.2. Column two - Minimum Fire-flow, Row three of three:
50% of the value in Table B105.1(2)[b]

(CC) Section D102.1: Amend Section D102.1, to read:

D102.1. Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete of or approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 76,000 pounds (34,550 kg).

(DD) Section D103.5 #1: Amend Section D103.5 #1, to read:

#1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (4572 mm).

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code ("CFC") 2025 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.1.2: Add Section 903.1.2 to read as follows:

903.1.2. Definitions. The following words and terms shall, for the purposes of section 903, have the following meanings:
Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

(B) Section 903.2: Amend Section 903.2 to read as follows:

903.2. **Where required**. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls, fire barriers, and fire partitions shall not be considered as creating separate buildings.

(C) Sections 903.2.1 through 903.2.21: Sections 903.2.1 through 903.2.21 are deleted in their entirety and sections 903.2.1, 903.2.2, and 903.2.3 are added as follows:

903.2.1. **New Construction.** Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.

2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17

3. The Fire Code Official is authorized to make an exception for trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.

4. The Fire Code Official is authorized to make an exception for carports,

storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.

5. The Fire Code Official is authorized to make an exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.2. **Ambulatory care facilities**. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.

2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

903.2.3. **Existing Construction**. Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.

2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.

3. In rooms where nitrate film is stored or handled.

4. In protected combustible fiber storage vaults as defined in this code.

5. When more than 75% of the existing ceiling is removed or exposed then the entire structure must be retrofitted with an NFPA 13 compliant Fire Sprinkler System.

6. Occupancies that require a cannabis permit to operate.

(D) Remove Section 903.3.1.1.2 in its entirety.

(E) Section 903.3.1.2. Add sections 903.3.1.2.4 through 903.3.1.2.7 to read:

903.3.1.2.4. **Overhangs**. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.2.5. **Under stairs.** Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.2.6. **Attics, crawl spaces, concealed spaces.** Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.2.7. **Ceiling obstructions.** Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(F) Section 903.3.1.3. Add sections 903.3.1.3.1 through 903.3.1.3.4 to read:

903.3.1.3.1. **Overhangs.** Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.3.2. **Under stairs.** Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.3.3. **Attics, crawl spaces, concealed spaces.** Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.3.4. **Ceiling obstructions.** Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be

considered to be obstructed, and additional sprinklers shall be installed.

ARTICLE XXIX. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-120. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2024 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of these codes is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-121. AMENDMENTS.

(A) Section 101.1: Amend Section 101.1 to read as follows:

101.1. Title. These regulations shall be known as the Oxnard Property Maintenance Code (OPMC), hereinafter referred to as "this code".

(B) Section 103.1: Amend Section 103.1 to read as follows:

103.1. Creation of Agency. The Code Compliance Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be in the implementation, administration and enforcement of the provisions of this code.

(C) Section 201.3: Amend Section 201.3 to read as follows:

201.3. Terms Defined in Other Codes. Where terms are not defined in this code and are defined in the California Building Standards Code or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

(D) Section 302.4: Amend Section 302.4 to read as follows:

302.4. Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation any duly authorized employee of the jurisdiction shall

be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(E) Section 302.8: Amend Section 302.8 to read as follows:

302.8. Motor Vehicles. Except as provided for in other regulations, inoperative, unregistered, or unlicensed motor vehicles, motorcycles, vessels or trailers shall not be parked, kept, or stored on any premises, and shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of motor vehicles, motorcycles, vessels or trailers is prohibited unless conducted inside an approved spray booth.

> **Exception.** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(F) Section 304.1.1: Amend the first sentence of Section 304.1.1 to read as follows:

304.1.1. Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the California Building Standards Code as required for existing buildings:

(G) Section 304.14: Amend Section 304.14 to read as follows:

304.14. Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen doors used for insect control shall have a self closing device in good working condition.

> **Exception.** Screens shall not be required where other approved means, such as air curtains or insect repellant fans, are employed.

(H) Section 305.1.1 : Amend the first sentence of Section 305.1.1 to read as follows:

305.1.1. Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the California Building Standards Code as required for existing buildings:

(I) Section 306.1.1: Amend the first sentence of Section 305.1.1 to read as follows:

306.1.1. Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be required or replaced to comply with the California Building Standards Code as required for existing buildings:

(J) Section 401.3: Amend Section 401.3 to read as follows:

401.3. Alternative Devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the California Building Standards Code shall be permitted.

(K) Section 502.5: Amend Section 502.5 to read as follows:

502.5. Public Toilet Facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the California Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

(L) Section 505.1: Amend Section 505.1 to read as follows:

505.1. General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the California Plumbing Code.

(M) Section 505.5.1: Amend Section 505.5.1 to read as follows:

505.5.1. Abandonment of Systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with the California Plumbing Code.

(N) Section 602.2: Amend Section 602.2 to read as follows:

602.2. **Residential Occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

> **Exception:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

(O) Section 602.3: Amend Section 602.3 to read as follows:

602.3. **Heating Supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

(P) Section 602.4: Amend Section 602.4 to read as follows:

602.4. **Occupiable Work Spaces.** Indoor occupiable works spaces shall be supplied with heat to maintain a minimum temperature of 65℉ (18℃) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

(Q) Section 604.3.1.1: Amend the first sentence of Section 604.3.1.1 to read as follows:

604.3.1.1. Electrical Equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motos and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the California Electrical Code.

(R) Section 604.3.2.1: Amend the first sentence of Section 604.3.2.1 to read as follows:

604.3.2.1. Electrical Equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the California Electrical Code.

(S) Section 702.1: Amend Section 702.1 to read as follows:

702.1. **General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the California Fire Code.

(T) Section 702.2 Aisles: Amend Section 702.2 Aisles to read as follows:

702.2. **Aisles.** The required width of aisles in accordance with the California Fire Code shall be unobstructed.

(U) Section 702.3: Amend Section 702.3 to read as follows:

702.3. **Locked Doors.** Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the California Building Code.

(V) Section 702.4: Amend Section 702.4 to read as follows:

702.4 Emergency Escape and Rescue Openings. Required emergency and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with the California Building Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(W) Section 703.2: Amend Section 703.2 to read as follows:

703.2 Unsafe Conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with the California Fire Code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to the code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion there, the fire code official shall act in accordance with the California Fire Code.

(X) Section 703.7: Amend Section 703.7 to read as follows:

703.7. Vertical Shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required by the California Fire Code. New floor openings in existing buildings shall comply with the California Building Code.

(Y) Section 704.1: Amend Section 704.1 to read as follows:

704.1. **Inspection, Testing and Maintenance.** Fire protection and life safety systems shall be maintained in accordance with the California Fire Code in an operative condition at all times, and shall be replaced or repaired where defective.

(Z) Section 704.1.1: Amend Section 704.1.1 to read as follows:

704.1.1. **Fire Protection and Life Safety Systems.** Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the California Fire Code and the California Building Code.

(AA) Section 704.1.2: Amend Section 704.1.2 to read as follows:

704.1.2. **Required Fire Protection and Life Safety Systems.** Fire protection and life safety systems required by this code, the California Fire Code or the California Building Code shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the California Fire Code or the California Building Code has been granted shall be considered a required system.

(BB) Section 704.1.3: Amend Section 704.1.3 to read as follows:

704.1.3. **Fire Protection Systems.** Fire protection systems shall be inspected, maintained and tested in accordance with the California Fire Code requirements.

(CC) Section 704.3: Amend Section 704.3 to read as follows:

704.3. **Systems Out of Service.** Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by he shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with the California Fire Code to bring the systems back in service.

> **Exception:** Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

(DD) Section 704.3.1: Amend Section 704.3.1 to read as follows:

704.3.1. **Emergency Impairments.** Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in the California Fire Code.

(EE) Section 704.4.2: Amend Section 704.4.2 to read as follows:

704.4.2. **Removal of existing occupant-use hose lines.** The Fire Code Official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the California Fire Code or the California Building Code.
2. The hose line would not be used by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

(FF) Section 704.4.3: Amend Section 704.4.3 to read as follows:

704.4.3. **Termination of Monitoring Service.** For fire alarm systems required to be monitored by the California Fire Code, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

(GG) Section 704.5.1: Amend Section 704.5.1 to read as follows:

704.5.1. **Fire Department Connection Access.** Ready access to the fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable objects. Access to fire department connections shall be approved by the fire chief.

> **Exception:** Fences, where provided with an access gate equipped with a sign complying with the California Fire Code and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

(HH) Section 704.6.4: Amend Section 704.6.4 to read as follows:

704.6.4. Smoke Detection System. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

4. The fire alarm system shall comply with all applicable requirements of the California Fire Code.
5. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with the California Fire Code.
6. Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with the California Fire Code.

(II) Section 705.1: Amend Section 705.1 to read as follows:

705.1. General. Carbon monoxide alarms shall be installed in dwellings in accordance with the California Fire Code, except that alarms in dwellings covered by the California Residential Code shall be installed in accordance with Section R315 of that code.

Section 4. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the foregoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.
2. During the months October through March, the City experiences wind conditions known as the "Santa Ana" winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department's resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.
3. Although there are few heavy brush or forested areas within the City, the Fire Department receives requests for mutual aid to help fight wildfires outside the City. This response leaves the City's firefighting resources at a lower than normal level and impacts the Fire Department's ability to promptly respond to structure fires when they occur at the same time.
4. During the hot, dry wind period, the number of non-structure fires, such as trash and grass fires, increases dramatically. These fires occupy firefighting resources and seriously impact the Fire Department's ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.
2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis requirements must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.
2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.
3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set forth in the Index and Summary to Model Codes and Amendments, which is attached hereto and incorporated herein as Exhibit A.

Section 5. The City Attorney, who was designated to prepare a summary of this ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the information required by Government Code Section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the ordinance.

Section 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on November 3, 2025, and finally adopted on _____, 2025 to become effective thirty days thereafter.

APPROVED AND ADOPTED this _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fisher, City Attorney

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

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SUMMARY

Section 3

ARTICLE II.
CALIFORNIA AND BUILDING CODE

Section 14-2 References the adoption of the California Building Code, 2025 Edition.

Appendix C Agricultural Buildings. Provides standards which allow for the construction of Agricultural Building.

Finding of Need: *Administrative. The City is located in a farming area, thus regulations are necessary which allow for the structures which support this type of activity. This is part of the existing City of Oxnard Building Code, it is reproduced here for ease of use of the ordinance.*

Appendix H Signs. Provides standards for the safe installation of signs.

Finding of Need: *Administrative. Climatic #2 and Geological #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Appendix J Grading. Provides standards which allow for site preparation for new structures, safe drainage of the properties, earth moving operations, and soil concerns.

Finding of Need: *Administrative. Geological #1 and #2, Topographical #1, #2, and #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Section 14-3 Amendments to the CBC.

A. **Chapter 1 Division II, Section [A]101.4.4.** Corrects an inaccurate administrative reference.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

B. **Chapter 1 Division II, Section [A]103.1.** Administrative clarification of terminology.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

C. **Chapter 1 Division II, Section [A]105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: *Local Climatic Condition #1, Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

E. **Chapter 1 Division II, Section 107.1.** Clarifies who can draw plans and prepare technical documents and when an Architect or Engineer is required.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

F. **Chapter 1 Division II, Section 109.2.** Clarifies how fees adopted by City Council are to be charged.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

G. **Chapter 1 Division II, Section 110.3.12.** Ensures that for projects that include licensing requirements from the Office of Statewide Health Planning and Development (OSHPD) are inspected by inspectors that are certified to do this type of project, and who is responsible for the cost of this work.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

H. **Section 903.2. Where Fire Sprinklers are Required**. This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

I. **Section 1403.1. Waterproofing Weather-Exposed Areas**. Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

J. **Section 1505.1. Roof Covering Requirements**. Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare. This is part of the existing City of Oxnard Building Code;*

it is reproduced here for ease of use of the ordinance.

K. **Section 1507.3.1. Deck Requirements**. Amends the CBC to ensure that the support of the roof covering, as recommended by the Structural Engineers Association.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

L. **Section 1511.1. Re-roofing Requirements**. Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

M. **Section 1613.8. Amendments to ASCE 7.** This amendment creates a section in the CBC for the various revisions to ASCE 7 described below.

Finding of Need: *Administrative, editorial. Adjusting the existing section referenced in the previous CBC and OCC to agree with the new location of the requirement within the 2025 CBC.*

N. **Section 1613.8.1. Values for vertical combination .** The proposed modification to limit mixed structural systems to two stories, limits the impact of vertical irregularities of the structural system. Reducing the possibility for damage during an earthquake.

Finding of Need: *Local Geological Condition #1. Adjusting the existing section referenced in the previous CBC and OCC to agree with the new location of the requirement within the 2025 CBC.*

O. **Section 1613.8.2, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

Finding of Need: *Local Geological Condition #1. Adjusting the existing section referenced in the previous CBC and OCC to agree with the new location of the requirement within the 2025 CBC.*

P. **Section 1613.8.3. Modification to ASCE 7 Section 12.12.3. Equation 12-12.1**. The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and

other important structures.

Finding of Need: *Local Geological Condition #1. Adjusting the existing section referenced in the previous CBC and OCC to agree with the new location of the requirement within the 2025 CBC.*

Q. **Section 1704.6. Structural Observations.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the building official.

Finding of Need: *Local Climactic Condition #1, and Local Geological Condition #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

R. **Section 1705.3. Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

S. **Section 1705.13.2. Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: *Local Geological Conditions #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

T. **Section 1803.2. Investigations required**. Due to soil conditions observed, special soils investigations are required.

Finding of Need: *Local Geological Condition #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

U. **Section 1804.4. Site Grading**. Due to the relatively flat topography of the City, additional drainage and moisture protection requirements are required.

Finding of Need: *Local Climactic Condition #1, Local Topographical Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

V. **Section 1804.8. Minimum Foundation Elevation**. Due to the relatively flat topography of the City, additional drainage and moisture protection requirements are required.

Finding of Need*: Local Climactic Condition #1, Local Topographical Condition #1. This Section has been moved to be better located within the Oxnard City Code Chapter 14, the requirements are existing within the Oxnard City Code.*

W. **Section 1905.1. General**. Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need*: Administrative clarification relating to the scoping of this section. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

X. **Section 1905.1.7. ACI 318 Section 14.1.4**. Amends this section to limit the use of un-reinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Y. **Section 1905.1.9. ACI 318 Section 18.7.5.8 and 18.7.5.9.** Carries over important provisions from previous codes relating to the design of concrete columns in frames that resist seismic loads.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Z. **Section 1905.1.10. ACI 318 Section 18.10.4.** Carries over important provisions from previous codes relating to the design of concrete shear walls.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

AA. **Section 1905.1.11. ACI 318 Section 18.12.6.2.** Carries over important provisions from previous codes relating to the design of seismic load resisting elements in concrete topping slabs.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard*

Building Code; it is reproduced here for ease of use of the ordinance.

BB. **Section 2304.10.2. Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

CC. **Section 2304.10.3.1. Quality of Nails.** Ensures that nails and connectors used in seismic elements of the structure all meet minimum standards to which these elements were tested to.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

DD. **Section 2305.4. Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

EE. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

FF. **Section 2306.3. Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

GG. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Table 2308.6.1 Braced Wall Line Support. With the higher seismic demand placed on buildings and structures in this region, materials for lateral bracing that have exhibited poor performance in seismic events, or that have not been demonstrated through cyclic testing to be capable of performing adequately in a seismic event, have been removed in order to improve the expected seismic performance level of buildings.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

II. **Section 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

JJ. **Section 2308.6.9 Attachment of Sheathing.** This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structures in this region.

Finding of Need: *Local Geological Condition #1. This is part of the existing City of Oxnard*

Building Code; it is reproduced here for ease of use of the ordinance.

KK. **Appendix Chapter J, Section J103.2, Exception 1.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: *Local Topographical Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

LL. **Appendix Chapter J, Section J104.1.** Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE III.
CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2025 Edition.

Appendix BF Patio Covers. Provides standards for the construction of Patio Covers.

Finding of Need: *This section is adopted by The Department of Housing and Community Development. Administrative. Climatic #1 and #2. Geological #1 and #2, This is part of the existing City of Oxnard Building Code, it is reproduced here for ease of use of the ordinance. It was adopted as Appendix AH under the 2022 Code the 2025 Code has moved it to Appendix BF.*

Appendix BB Tiny Homes. Provides standards which allow for the construction of Tiny Homes to allow for addressing the housing shortage in the State.

Finding of Need: *This section is adopted by The Department of Housing and Community Development. Administrative. Climatic #1 and #2. Geological #1 and #2, This is part of the existing City of Oxnard Building Code, it is reproduced here for ease of use of the ordinance. It was adopted as Appendix AQ under the 2022 Code the 2025 Code has moved it to Appendix BB.*

Section 14-5. Amendments to the California Residential Code.

A. **Chapter 1 Division II, Administration.** Uses the administration sections already adopted in the Building code to avoid duplication.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

B. **Section 301.2.2.11. Anchorage of mechanical, electrical, or plumbing components and equipment.** Ensures that additional items are anchored as

required in the loading provisions of ASCE 7.

Finding of Need: *Local Climactic Condition #1, Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

C. **Section R309. Where Fire Sprinklers are Required**. This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

D. **Section R401.1. Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood- destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

E. **Section R403.1.2. Continuous footing in Seismic Design Categories D_0, D_1, and D_2.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor seismic performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

F. **Section R403.1.3.6. Isolated Concrete Footings.** This amendment eliminates the use of un-reinforced concrete footings to prevent poor seismic performance and to maintain the structural integrity of the building or structure against adverse soils conditions.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

G. **Section R404.2. Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the

fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

H. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panels fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

I. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

J. **Table R602.10.3.(3) Bracing Requirements Based on Seismic Design Category.** This revision simplifies this table because California does not allow three stories conventional framing and Oxnard is composed entirely of Seismic Design Category D_0, D_1, and D_2 per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same seismic behavior as the nailed wood structural shear panels.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

K. **Section R602.10.4. Braced Wall Line Support for Seismic Design Category D_0, D_1, and D_2.** Cyclic tests conducted indicate that wood structural panels fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D_0, D_1, and D_2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

L. **Section R703.1. General**. Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

M. **Section R902.1. Roofing covering materials**. Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

N. **Section R902.1.2. Roof coverings in all other areas**. Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

O. **BF 103.2. Light, ventilation and emergency egress.** Amends the optional chapter Appendix AH which governs Patio Covers to restore the requirements of the regular code to require that emergency egress windows to exit directly to a yard or court.

Finding of Need. *Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare. Adjusting the existing section referenced in the previous CRC and OCC to agree with the new location of the requirement within the 2025 CRC.*

P. **BF 106. Special Provisions for aluminum screen enclosures in hurricane-prone regions.** This section is deleted as it is not applicable within the City of Oxnard.

Finding of Need. *Administrative. Removing references that are not applicable.*

Q. **Section R301.1.5. Minimum Foundation Elevation.** This section references existing City of Oxnard Code requirements to ensure that it governs all

construction covered under the CBC as well as the CRC.

Finding of Need. *Administrative. Local Climactic Condition #1, Local Topographical Condition #1. This new reference in the CRC directs the user to existing Section 14-3 (V) in the Oxnard City Code.*

ARTICLE IV.
CALIFORNIA GREEN BUILDING STANDARDS CODE

Section 14-6. References adoption of the California Green Building Standards Code, 2025 Edition.

ARTICLE V. – (RESERVED)

ARTICLE VI.
CALIFORNIA HISTORICAL BUILDING CODE

Section 14-10. References adoption of the California Historical Building Code, 2025 Edition.

Appendix A. Denotes the provision applicability of this code.

Finding of Need*: Appendix is California Law, thus no finding necessary. Administrative. This is part of the existing City of Oxnard Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE VII.
CALIFORNIA ELECTRICAL CODE

Section 14-11. References adoption of the California Electrical Code, 2025 Edition.
Section 14-12 Amendments to the California Electrical Code.

A. **Article 90-10. Administration.** The administrative provisions for the CEC shall be those in Article II of this chapter.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Fire Code; it is reproduced here for ease of use of the ordinance.*

B. **Article 695.3 Power Source(s) for Electric Motor-Driven Fire Pumps.** Clarifies the requirements for a reliable source of power for fire pumps.

Finding of Need: *Local Climatic Conditions #2, #3, #4 and Local Geological Condition #1. This is part of the existing City of Oxnard Fire Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE VIII.
CALIFORNIA EXISTING BUILDING CODE

Section 14-13. References adoption of the California Historical Building Code, 2025 Edition.

ARTICLE IX.
CALIFORNIA MECHANICAL CODE

Section 14-14.References adoption of the California Mechanical Code, 2025 Edition.

Appendix B **Procedures to be followed to place gas equipment in operation.** Regulates the installation of gas fired equipment to ensure that it is safely installed and tested before start up.

Finding of Need: *Climatic #1, #2, and #3. Geological #1. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. It is adopted by the State of California thus finding are not required.*

Appendix C **Installation and testing of oil (liquid) fuel-fired equipment.** Regulates the installation of oil-fired equipment to ensure that it is safely installed and tested before start up.

Finding of Need: *Climatic #1, #2, and #3. Geological #1. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. It is adopted by the State of California thus finding are not required.*

Section 14-15.Amendments to the California Mechanical Code.

A. **Chapter One, Division II– Administration.** The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE X.
CALIFORNIA REFERENCED STANDARDS CODE

Section 14-16. References adoption of the California Referenced Standards Code, 2025 Edition.

ARTICLE XI.
CALIFORNIA PLUMBING CODE

Section 14-17 References adoption of the California Plumbing Code, 2025 Edition.

Appendix A Recommended Rules for Sizing of the Water Supply System. Provides standards for the engineering design of water systems, to ensure there are uniform methods to follow.

Finding of Need: *Administrative. Climatic #1 and #2. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. It is adopted by the State of California thus finding are not required.*

Appendix B Explanatory Notes on Combination Waste and Vent Systems. Provides standards for the engineering design of waste water systems, to ensure there are uniform methods and standards to follow.

Finding of Need: *Climatic #1, #2, and #3. Geological #1. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use.*

Appendix D Sizing Storm Water Drainage Systems. Provides standards to follow to all for the uniform enforcement of regulations for the design of drainage systems, such as water flow rates and design of catchment systems that will help prevent roof collapse, and flooding.

Finding of Need: *Climatic #1, Geological #2. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. It is adopted by the State of California thus finding are not required.*

Appendix I Installation Standards. Appendix denotes standards for commonly use building materials such as Polyethylene sewer pipe, PEX water piping, and other materials.

Finding of Need: *Administrative, Climatic #1, Geological #1 and #2, and Topographical #1. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. Sections are adopted by the State of California thus finding are not required.*

Appendix K Potable Rainwater Catchment Systems. Regulates the safe installation of rainwater catchment systems.

Finding of Need: *Administrative. Climatic #1. Geological #1 and #2. Topographical #1. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use.*

Section 14-18 Amendments to the California Plumbing Code.

A. **Chapter One, Division II– Administration.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE XII.
CALIFORNIA ENERGY CODE

Section 14-19 References adoption of the California Energy Code, 2025 Edition.

Appendix 1-A Standards and Documents Referenced in the Energy Code. Provides important documents necessary to follow the code.

Finding of Need: *Administrative. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. Has been adopted by the State so no finding required.*

Appendix 1-B Energy Commission Documents incorporated by reference in their entirety. Provides important documents necessary to follow the code.

Finding of Need: *Administrative. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. Has been adopted by the State so no finding required.*

ARTICLE VIII.
CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Section 14-21. References adoption of the California Wildland Interface Code, 2025 Edition.

Section 14-22. Amendments to the CWUIC.

(A) Add Section 405 through 405.9.1. Fire Hazard Severity Zone-Requirements Specific to Oxnard.

Finding of Need: Administrative, climatic #2, #3, #4 and topographical #2 and #3. This is an existing Oxnard amendment (Section 14-24 (AA) to the CFC, these requirements have been moved by the State of California from to the new 2025 California Wildland-Urban Interface Code.

ARTICLE XV.
CALIFORNIA FIRE
CODE

SEC. 14-24. References Adoption of the California Fire Code, 2025

Edition.

Appendix Chapter 4 Special Detailed Requirements Based on Use and Occupancy. Provides standards to 24-hour care facilities, required to be enforced by the State Fire Marshal in California.

Finding of Need: *Administrative. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. Sections are adopted and required to be enforced by the State of California, thus finding are not required.*

Appendix B Fire-Flow Requirements for Buildings. Appendix denotes standards for minimum equipment and materials required to extinguish fires in structures.

Finding of Need: *Administrative. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. Sections are adopted by the State Fire Marshal, thus finding are not required.*

Appendix C Fire Hydrant Locations and Distribution. Appendix contains requirements for fire hydrants for the protection of buildings, or portions of buildings, to be located within the City of Oxnard.

Finding of Need: *Administrative. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use. Sections are adopted by the State Fire Marshal, thus finding are not required.*

Appendix D Fire Apparatus Access Roads. Appendix provides standards for minimum access to buildings and sites to ensure sufficient access is provided to extinguish fires or provide rescue efforts.

Finding of Need: *Administrative. Climatic #1, #2, #3 and #4. Geological #1. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use.*

Appendix F Hazard Ranking. Appendix provides standards by which different hazardous material can be classified to assist in the evaluation of the protection methods, location of storage, separation of materials', and similar povisions.

Finding of Need: *Administrative. Climatic #1, #2, #3 and #4. Geological #1. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use.*

Appendix P Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses. This appendix contains standards for temporary amusement facilities to ensure the safe operation of this transient uses, to allow their safe operation, while allowing for the enjoyment of the public with minimalized risk.

Finding of Need: *Administrative. Climatic #1, #2, #3 and #4. Geological #1. Topographical #1, #2, and #3. This Appendix has been within Oxnard building requirements it is just repeated for ease of ordinance use.*

SEC. 14-25. Amendments to the California Fire Code.

A. **Section 101.1. Title.** Administrative reference to the Fire Code of the City of Oxnard.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

B. **Section 103.1. Creation of agency**. Administrative reference to the Oxnard Fire Prevention Bureau and the fire code official.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

C. **Section 104.12. General**. This amendment allows the fire code official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

D. **Section 104.12.1. Cost Recovery**. This addition allows the fire code official to seek cost recovery due to willful or negligent acts, or violations of Fire or Building Codes that result in an emergency response.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

E. **Section 104.13. Stopping uses, evacuation**. This addition allows the fire code official to stop a use or order an evacuation if there is a hazardous condition or situation which presents a hazard to life or property.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

F. **Section 105.5.59. Cannabis**. This addition clarifies that an operational permit is required for specified cannabis related uses.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

G. **Section 105.5.59. Wood and Wood Composite Pallet Manufacturing and Recycling Facilities**. This addition clarifies that an operational permit is required for specified uses.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

H. **Section 105.5.59. Electronic Gate Access**. This addition clarifies that an operational permit is required for electronic and electric gates.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

I. **Section 113.4. Violation Penalties**. This amendment specifies violation penalties for various fire code offenses.

Finding of Need: *Administrative. Adjusting the existing section referenced in the previous CFC and OCC to agree with the new location of the requirement within the 2025 CFC.*

J. **Section 202, Definitions**. This section adds and amends definitions for clarity and consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

K. **401.10 Immediate Reporting of a Release or a Threatened Release.** This section adds reporting requirements for a release or threatened release.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

L. **Section 503.1.2.1. Difficult Apparatus Access.** This added section clarifies the authority to require enhanced fire protection due to difficult access conditions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

M. **Section 503.2.1. Dimensions**. This amendment clarifies fire apparatus access dimensions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

N. **Section 503.7. Electronic and Electric Access Gates.** This added section clarifies the requirements for electronic and electric access gates.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

O. **Section 503.7.1 Battery Backup.** This added section clarifies the requirements for electronic and electric access battery backup systems.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

P. **Section 503.7.2 Electronic and Electric Access Gates Maintenance.** This added section clarifies the requirements for electronic and electric access

gate maintenance.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Q. **Section 503.7.3 Electronic and Electric Access Gates Maintenance Records.** This added section clarifies the requirements for electronic and electric access gate maintenance records.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

R. **Section 507.5. Fire Hydrant systems.** This amendment clarifies the standards for fire hydrant systems.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

S. **Section 507.5.1.1 Hydrant for standpipe systems**. This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

T. **Section 901.6.3.2 System Records**. This section sets requirements for maintenance recordkeeping consistent with the requirements of the Fire Department for electronic recordkeeping.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

U. **Section 903.4.2.1 Exterior Strobe**. This requirement facilitates fire-fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

V. **Section 904.3.5 Monitoring**. This requirement facilitates firefighting by enabling fire extinguishing system notification more quickly.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

W. **Section 906.1, #10.** This amendment allows the fire code official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is*

reproduced here for ease of use of the ordinance.

X. **Section 907.3.5. Fog or Smoke Emitting Systems.** This requirement provides for firefighting personnel protection and facilitates a more rapid response to building interiors for firefighting.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Y. **Section 907.5.2.3.5. Exterior Strobe.** This requirement facilitates fire-fighting personnel locating the correct structure more quickly where the alarm has been triggered, especially in inclement conditions.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Z. **Section 3901.1 Scope.** This requirement clarifies scoping and standards for plant cultivation, processing, and extraction.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

AA. Reserved. Section transferred to CWUIC code amendments, See 14-25 (A).

Finding of Need: *Administrative.*

BB. **Section B105.** This ensures that sufficient water is available for firefighting, in concordance with fire department and water department operational guidelines.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

CC. **Section D102.1 Access and loading.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

DD. **Section D103.5 #1. Gate width.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, #4, and Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. FIRE SPRINKLERS This section adopts modifications to the California Code relating to Fire Sprinkler requirements.

A. **Section 903.1.2.** This amendment clarifies definition(s) for consistency in the application of this code.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

B. **Section 903.2.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

C. **Sections 903.2.1 through 903.2.21.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

D. **903.3.1.1.2 Bathrooms.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

E. **Section 903.3.1.2.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

F. **Section 903.3.1.3.** This amendment updates Fire Code requirements regarding fire sprinkler systems to clarify and enhance threshold requirements for fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

ARTICLE XXIX.

PROPERTY MAINTENANCE AND ABATEMENT CODES

Section 14-120. References adoption of the International Property Maintenance Code, 2024 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition.

Section 14-121 Amendments to the International Property Maintenance Code.

A. **Section 101.1. Title.** Administrative clarification of terminology.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

B. **Section 103.1. Creation of Agency.** Administrative clarification of terminology.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

C. **Section 201.3. Terms Defined in Other Codes.** Clarifies code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

D. **Section 302.4. Weeds.** Provides necessary dimensions that are not defined in the model code.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

E. **Section 302.8. Motor Vehicles.** Administrative clarification of terminology.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

F. **Section 304.1.1 Unsafe Conditions.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

G. **Section 304.14. Insect Screens.** Removes seasonal dates due to lack of

intemperate conditions in our local climate.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

H. **Section 305.1.1. Unsafe Conditions.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

I. **Section 306.1.1. Unsafe Conditions.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

J. **Section 401.3. Alternative Devices.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

K. **Section 502.5. Public Toilet Facilities.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

L. **Section 505.1. General.** Administrative clarification of code references for consistency..

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

M. **Section 505.5.1 Abandonment of Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

N. **Section 602.2. Residential Occupancies.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

O. **Section 602.3. Heating Supply.** Removes seasonal dates due to lack of intemperate conditions in our local climate.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

P. **Section 602.4. Occupiable Work Spaces.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Q. **Section 604.3.1.1. Electrical Equipment.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

R. **Section 604.3.2.1. Electrical Equipment.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

S. **Section 702.1. General.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

T. **Section 702.2. Aisles.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

U. **Section 702.3. Locked Doors.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

V. **Section 702.4. Emergency Escape and Rescue Openings.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

W. **Section 703.2. Unsafe Conditions.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

X. **Section 703.7. Vertical Shafts.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Y. **Section 704.1 Inspection, Testing and Maintenance.** Administrative clarification of code references for consistency..

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Z. **Section 704.1.1. Fire Protection and Life Safety Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

AA. **Section 704.1.2. Required Fire Protection and Life Safety Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

BB. **Section 704.1.3. Fire Protection Systems.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

CC. **Section 704.3. Systems Out of Service.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

DD. **Section 704.3.1. Emergency Impairments.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

EE. **Section 704.4.2. Removal of existing occupant-use hose lines.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

FF. **Section 704.4.3. Termination of Monitoring Service..** Administrative

clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

GG. **Section 704.5.1. Fire Department Connection Access.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

HH. **Section 704.6.4. Smoke Detection System.** Administrative clarification of code references for consistency.

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

III. **Section 705.1. General.** Administrative clarification of code references for consistency..

Finding of Need: *Administrative. This is part of the existing City of Oxnard Building Code; it is reproduced here for ease of use of the ordinance.*

Ordinance Adopting and Modifying the 2025 California Building Standard Code and Property Maintenance Codes

Jeff Pengilley, Community Development Director
Steve Newman, Engineering Division Manager

City Council
November 3, 2025

CITY OF OXNARD CALIFORNIA

BACKGROUND

- State of California updates the code standards contained in the state's California Building Standards Code, every three years. The last adoption was in 2022.
- State Codes are based on model codes published by the International Code Council, National Fire Protection Agency, and International Association of Plumbing and Mechanical Officials.
- State Agencies modify these model codes to address compliance to State laws.

BACKGROUND

2025 California Building Standards Codes effective January 1, 2026 by operation of State Law.

- California Building Code
- California Residential Code
- California Green Building Code
- California Historical Building Code
- California Existing Building Code
- California Referenced Standards Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Wildland-Urban Interface Code (New)
- California Fire Code

TYPES OF AMENDMENTS

- Administrative

  Amendments that relate to how the process works and titles, correct references, etc.

- Technical - Climatic, Geological, and Topographical

  Amendments based on findings that relate to local conditions.

  - Santa Ana wind events - high fire hazards
  - High Seismicity
  - High ground water table
  - Electrical power reliability for critical systems
  - Drainage concerns with flat topography

Technical Amendments Highlights

- STRUCTURAL MODIFICATIONS
  - We adopt provisions to ensure adequate lot drainage and minimum foundation elevations to prevent localized flooding.
  - We adopt amendments to enhance seismic safety appropriate for our local high seismicity and soil conditions.
  - We adopt amendments make the standards easier to comply with by excluding information that would not apply within the city.

- FIRE PROTECTION
  - Adoption of Fire Code and Wildland-Urban Interface Code with amendments to facilitate local enforcement of the standards and correctly correlate to the recently adopted Fire Hazard Severity Zone maps.

AB 130 Considerations

- Assembly Bill 130, signed into law on June 30, 2025
- Limits changes to state codes affecting residential construction with several exceptions, including:
  1)Code modifications made in prior code adoptions or otherwise before 10/1/2025
  2)Code modifications relating to home hardening related to wildfire mitigation efforts.

- All proposed code amendments meet these exceptions.

Recommendation

That the City Council:

Introduce and approve the first reading, by title only, waiving further reading of an ordinance amending Articles II through XIII , XV, and XVI, and adding Article XXIX pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, Fire Codes, Fire Sprinklers, the International Property Maintenance Code, and the Uniform Code for the Abatement of Dangerous Buildings.

CITY OF
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CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: November 3, 2025

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Donation Agreement and Property Disposal. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:
1. Acceptance of a boat donation (A-8603) from Anthony Harris; and
2. Authorize the Purchasing Agent to sell, auction or otherwise dispose of the donated boat.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/82M3vpjYiQo

BACKGROUND

Anthony Harris is the owner of a boat with Vessel Hull Number SERF6959A686, also identified by the name "Fernweh". Mr. Harris' boat had been moored at the Seabridge visitor dock, a public dock, since at least September 15, 2025. Mr. Harris' boat was brought to the Seabridge visitor dock without his knowledge. Mr. Harris reported his boat stolen.

City Code Compliance was able to get into contact with Mr. Harris to inquire about the improper mooring or parking of his boat at the visitor dock. Citations had been issued on the boat, because it was moored at the public dock for an extended period of time and in violation of mooring rules for the public dock. Boats are not allowed to be moored at the public dock for extended periods of time, because it interferes with regular ingress and egress of boats that utilize the public dock for short-term mooring.

Mr. Harris discovered that his boat sustained damage when it was moved to the public dock, which rendered it inoperable. Due to the interference the boat created at the public dock, the City, at its own expense, abated the boat by having it towed to a boat storage facility on October 9, 2025.

Due to the inoperable condition of the boat, Mr. Harris and City Staff were working toward a resolution, so the City would not have to incur additional expenses for abating the boat. Notably, the City is required to store the boat for 90 days and then pursue a maritime lien. Mr. Harris asked if he could sign ownership of the boat over to the City, thereby allowing the City to dispose of the boat. City Staff presented Mr. Harris with the City approved Donation Agreement, which he reviewed and signed. Mr. Harris also provided the DMV title or "pink slip" to City staff as well.

If the City Council accepts the Donation Agreement, the City will be able to lower its costs associated with removing the boat from the public dock. The City paid $500.00 to have the boat towed from the public dock to the storage yard and a one-time storage facility fee of $440. The cost to store the boat is $117.00 a day or approximately $3500 a month. The City is required to store the boat for 90 days before it can pursue a maritime lien and other associated claims. The City will incur at least $10,500.00 in costs if it must store the boat for 90 days. The value of the boat is unknown. However, the value listed on the pink slip is $6000.00. City staff cannot estimate or approximate the value of the boat or the auction value. The City's incurred costs as of November 3, 2025, are approximately $3,865.

City staff recommends that the Council accept the Donation Agreement and direct the Purchasing Agent to dispose of the boat through the most cost-effective means, including auction, as a scrap or junk sale, so the City can cease paying storage costs and potentially recover the expenses for removing the boat from the public dock.

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

The financial impact is unknown. The City is incurring $117 a day to store the boat. The sale or disposal of the boat may cover the costs of the storage and sale fees.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Donation Agreement
2. Presentation

Agreement No. 8603

CITY OF OXNARD
DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is entered into in Ventura County, California, on October 14, 2025. This Agreement is entered by and between the City of Oxnard ("City") and Anthony Harris ("Donor"), for good and valuable consideration, subject to the following terms and conditions:

SECTION 1. DONATION

Donor is (check and complete all that apply):

- Donating $_____in a lump sum.
- Donating $_____ in _____ (monthly, quarterly, etc.) payments of $_____ in _____ installments.
- Donating the following (describe equipment):

  Coast Guard documented vessel "Fernweh" ("Vessel") with Vessel Hull Number SERF6959A686

- Donor prefers the City use the Donation for the following limited purpose(s):

  The Donor, Anthony Harris, relinquishes his rights and ownership of the Vessel and assigns said rights and ownership to the City. The City will remove Vessel from Seabridge Visitor Dock. The City shall use of or dispose of the Vessel as they see appropriate.

SECTION 2. BEHESTED DONATION

- If this box is checked this donation is being made at the behest of CouncilMember/Commissioner/City Staff Member _____.

If the Donation is being made at the behest of an elected official, the City shall notify the elected official that the elected official may be required to submit a Form 803 Behested Payment Report to the Fair Political Practices Commission.

SECTION 3. ADDITIONAL CONDITIONS

The City's acceptance of the Donation is subject to the conditions specified as follows:

1. Pursuant to California Government Code Section 37354, the City acknowledges that the Donation shall be used for a public purpose as described in **Section 1**.

2. The City shall provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the Donation.

3. The City will make best efforts to use the Donation for the purpose(s) specified in **Section 1**. If it is impractical for the City to use the Donation for the purposes specified in **Section 1**, the City may use the Donation in any manner at its sole discretion and Donor has no right or obligation to control City's use of the donation.

4. Donor has not and will not receive any goods or services in exchange for the Donation and the City will not grant any extra consideration to the Donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.

5. No Warranties. Donor(s), including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

SECTION 4. COORDINATION

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	CITY OF OXNARD	DONOR
PRIMARY REPRESENTATIVE	Libertad Macias	Anthony Harris
ADDRESS	300 W 3rd St. Oxnard, CA 93030	470 Forest Park Blvd. #316 Oxnard, CA 93036
PHONE	805-385-8280	702-885-5464
EMAIL	libertad.macias@oxnard.org	toneharris@outlook.com
FAX	N/A	N/A

Agreement No. 8603

CITY OF OXNARD

Luis A. McArthur, Mayor

Date

DONOR

Anthony Harris

10/14/25

Date

ATTEST:

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

Date

APPROVED AS TO FORM:

Stephen Fischer,
City Attorney (always required)

Date

DONATION AGREEMENT AND PROPERTY DISPOSAL

Elle McCarron, Assistant City Attorney
Andrew Gonzales, Deputy City Attorney
City Attorney Office

City Council
November 3, 2025

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve and authorize:

1. Acceptance of a boat donation from Anthony Harris; and

2. Authorize the Purchasing Agent to sell, auction or otherwise dispose of the donated boat.

Background / Discussion

- The City abated a boat that was improeprly moored or parked at the SeaBridge Public Dock for approximately three weeks.
- The owner of the boat would like to relinquish ownership of the boat to the City and through a Donation Agreement.
- By accepting the Donation Agreement the City can begin the process of disposing of the boat instead of storing the boat for a 90 day period.
- If the Donation Agreement is accepted, then the Purchasing Agent can begin the process of disposing the boat.
- The City incurred costs associated with abating the boat and storing at a boat storage facility.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: November 3, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Authorization for Investment of Funds in a Local Government Investment Pool. (10 minutes)

RECOMMENDATION

That City Council:

1. Adopt a resolution authorizing investment of monies in the California Asset Management Program; and
2. Authorize the Mayor to complete any related documents and agreements to open City of Oxnard accounts with the California Asset Management Program.

(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/2ekA6_1FgvM

BACKGROUND

California Government Code Section 53060 allows the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice on financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.

California Government Code Section 37103 allows the legislative body of the City to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

Under Section 8.0(I) and (J) of the existing City of Oxnard Investment Policy, the City is authorized to place its funds in numerous investment instruments that include:

1. The Local Agency Investment Fund ("LAIF") – a state-run investment pool; and
2. Local Government Investment Pools

This authorization is consistent with state law. California Government Code Section 16429.1 authorizes a local government official, with the consent of the governing body, to remit money to LAIF. In addition, Government Code Section 6509.7 and Government Code Section 53601(p) authorizes public agencies (including cities) to invest funds in local government investment pools that meet specific requirements -- including more than $500 million in in assets under management and at least five years experience in investing in the securities and obligations authorized by the Government Code.

DISCUSSION

The City of Oxnard Investment Policy ("Policy") outlines procedures and guidelines for managing surplus funds in a fiscally responsible manner. The Policy encompasses those funds over which the City exercises fiscal control, stipulates allowable and unallowable investment alternatives, establishes parameters for selecting broker/dealers and financial institutions with which the City may do business, and prioritizes the City's public funds management objectives of safety, liquidity, and yield. The Policy also mandates review and approval by the City Council at least annually or whenever significant changes occur.

In addition to the City General Account balance held in Bank of America, available funds are only to be placed in the following investments:

1. LAIF - (up to the maximum amount of $75 million)
2. Existing local agency investment pools authorized by the City's Investment Policy and by state law. (Government Code Section 6509.7 and Government Code Section 53601(p))

The attached resolution authorizes the investment of surplus funds in the California Asset Management Program ("CAMP"), a local government investment pool.

CAMP is a California Joint Powers Authority ("JPA") established in 1989 to provide California public agencies with professional investment services. Investments offered through the Cash Reserve Portfolio (CAMP Pool) and CAMP Term are permitted for all local agencies under California Government Code Section 53601(p). The Program also offers educational resources, market updates, and arbitrage rebate compliance services. CAMP manages over $20 billion in assets and holds a credit rating of AAAm from S&P and AAAf from Fitch. The investment advisor is PFM Asset Management.

With the adoption of this resolution, the City Council would not be delegating the investment authority to the CFO or to other City staff. Instead, the City Council would be directing how excess funds are invested. Staff would have no discretion in how the funds are invested. If City Council adopts the proposed recommendation, the City's excess funds will be directed to LAIF and CAMP.

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

There is no financial impact, since fees are deducted from the net investment yield on a monthly basis.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. FY 2025-26 City of Oxnard Investment Policy
2. City Council Resolution-CAMP Investment Pool Authorization
3. CAMP Presentation

CITY OF OXNARD FISCAL YEAR 2025-26 INVESTMENT POLICY

City of Oxnard
INVESTMENT POLICY
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City of Oxnard
INVESTMENT POLICY

1.0 POLICY

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and 53630.1 (CGC §53600.6 and §53630.1);

The City Council may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC §5922 and CGC §53601 et seq.

The Chief Financial Officer of the City of Oxnard shall annually, or whenever there are recommended changes, whichever occurs first, prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC §53646(a)).

The policy of the City of Oxnard is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the City; and (iii) the highest investment return while conforming to all statutes governing the investment of the City funds within the constraints of this Investment Policy.

This policy is intended to provide guidelines for the prudent investment of the City's funds and to enhance the economic status of the City while protecting its pooled cash. Funds will be invested in accordance with this policy and with applicable sections of the California Government Code.

2.0 SCOPE

This investment policy applies to the City's pooled investment fund, which includes the General Fund, special revenue funds, capital project funds, enterprise funds, trust and agency funds, and internal service funds

This policy does not include retirement, retiree health care savings/trust/plan(s), nor deferred compensation plans, nor proceeds of bonds, nor Successor Agency funds.

Pooling of funds

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investments earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

3.0 PRUDENCE

The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Designated investment signatories, acting in accordance with written procedures, this Investment Policy,

and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

A. ***Safety:*** Safety of principal is the foremost objective of the investment program. Investments made by the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to prevent any potential loss on any individual security or depository from exceeding the income generated from the remainder of the portfolio.

B. ***Liquidity:*** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

C. ***Return on Investments:*** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low- risk securities in anticipation of earning a fair return relative to the risk being assumed.

5.0 DELEGATION OF AUTHORITY

Authority to invest or reinvest City funds resides with the City Council as derived from CGC §53600, et seq. The City Council is responsible for establishing and approving this Investment Policy Statement.

The City Council retains ultimate responsibility for overseeing the investment program and ensuring compliance with this Investment Policy.

All investment decisions, including purchases, sales and exchanges, must be reviewed and approved by the City Council.

The City Council may engage the services of one or more external investment advisors to assist in the management of the City's investment portfolio in a manner consistent with this Investment Policy and the City's investment objectives and any written directions provided by the City Council, as supported by CGC §37103 and CGC §53060. Furthermore, the advisors may not take possession of City's cash or securities. Such investment advisors must be registered under the Investment Advisers Act of 1940.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers, employees and financial advisors involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

City staff shall disclose to the City Manager and on the annual Statement of Economic Interest Form any material financial interests in financial institutions that conduct business with the City, and they shall disclose any material personal financial/investment positions that could be related to the City's investment performance.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS, BROKERS AND DEALERS

The CFO shall maintain a list of approved and authorized financial institutions selected based on creditworthiness, financial strength, experience, and capitalization.

To the extent the City Treasurer has entered into contract with depositories pursuant to statutory duty, the City shall utilize those depositories.

The City shall formally use authorized investment broker-dealers to provide investment services to the City. Investment brokers-dealers may be primary dealers or regional brokers with branch offices in the State of California performing the transactions with the City. Brokers/dealers must complete a broker- dealer statement of qualifications before being approved by the CFO, execute an annual certification of acknowledgment of the City's Investment Policy by broker-dealer employees and supervisory personnel, and be in good standing with the California Department of Securities (CDS), the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other applicable self-regulatory organizations. A periodic review of authorized brokers/dealers is essential to serve the City's investment needs.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be reasonably demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources. Investment advisors shall follow this policy, state law, and other such written instructions as provided by the City Council. Contracted investment advisors may use their own brokers. The CFO may conduct periodic reviews of contracted investment advisors, including review of FINRA reports, and report to City Council.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by the California Government Code. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the investment types listed below. In the event an apparent discrepancy is found between this Investment Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at the point of purchase.

A. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

C. State Municipal Securities – Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by a state or by a department, board, agency, or authority of any of the 50 states. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO). Short-term municipal securities eligible for investment shall be rated at or above the following credit agencies investment grade ratings; Sp-1 by Standard & Poor's, F-1 by Fitch, and MIG-1 by Moody's. These ratings for short term municipal securities signify the issuer's strong capacity to pay principal and interest. Not more than 10 percent of the City's funds shall be invested in state and local municipal securities.

D. California Local Agency Municipal Securities – Bonds, notes, warrants or other evidence of indebtedness of a local agency or municipality located within the State of California, including debt securities issued by the City. Given potential issues with arbitrage regulations, City's legal counsel shall review any potential purchase of City's own debt before the purchase. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a NRSRO.

E. Bank deposits, including demand deposit accounts, savings accounts, and market rate accounts, time deposits, and certificates of deposit in financial institutions located in California. Bank deposits are required to be collateralized as specified under Government Code § 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the Federal Deposit Insurance Corporation may be implemented provided the remainder of the deposit is secured by collateral as required by the Government Code.

F. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCD) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) and/or "A-1" (short-term) or their equivalents or better by a NRSRO. NCD for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category. The maximum investment maturity will be restricted to five years.

G. Placement Service Deposits (PSD). Funds may be placed with a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States (CGC § 53601.8). The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall always be insured by federal deposit insurance. The maximum portfolio exposure to Placement Service Deposits is limited to 30 percent. The maximum investment maturity will be restricted to five years.

H. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria:

(a) Is organized and operating in the United States as a general corporation;
(b) Has total assets more than five hundred million dollars ($500,000,000);
(c) Has debt other than commercial paper, if any, that is rated in category of "A" or its equivalent or better by a NRSRO.

(2) The entity meets the following criteria:

(a) Is organized within the United States as a special purpose corporation, trust, or limited liability company;

(b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond;

(c) Has commercial paper that is rated in a rating category of "A-1" or better, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. A maximum of 25 percent of the portfolio may be invested in this category.

I. Local Agency Investment Fund (LAIF) investment pool is a voluntary program created by statute as an investment alternative for California's local governments and special districts and is under the administration of the State Governor of California. All securities purchased by LAIF are under the authority of Government Code §16429 and §16480.4. As part of the Pooled Money Investment Account (PMIA), LAIF has oversight by the Pooled Money Investment Board (PMIB), and an in- house Investment Committee. LAIF also has oversight by the Local Agency Investment Advisory Board and is audited by the Bureau of State Audits on an annual basis. Investment in California LAIF cannot exceed the maximum deposit per agency limit as set by the Local Agency Investment Fund.

J. Local Government Investment Pools (LGIP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code § 6509.7. To be eligible for purchase, the pool must meet the requirements of CGC § 53601(p).

Whenever the City has any funds invested in a LGIP, the CFO shall maintain on file a copy of the pools' current information statement to be reviewed on a periodic basis. Investment in LGIPs cannot exceed the maximum deposit limit as set by each LGIP.

K. Money Market Funds - Investing solely in U.S. Treasury securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment advisor with not less than five years of experience and registered or exempt from registration with the SEC, with assets under management more than five hundred million dollars ($500,000,000). No more than 20 percent of the portfolio may be invested in Money Market Funds with no more than 10 percent invested in any one money market mutual fund.

L. Repurchase Agreements – The City may invest in repurchase agreements with banks and dealers with which the City has entered into a master repurchase agreement which specifies terms and conditions of repurchase agreements.

1) Transactions shall be limited to the primary dealers and banking institutions rated in a rating category of "A" or its equivalent or better by a NRSRO, or with a financially stable banking institution which the City has a substantial banking relationship. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the CFO and will not be allowed to fall below 102 percent of the value of the repurchase agreement plus the value of collateral more than the value of the repurchase agreement.

To conform with the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully

guaranteed as to principal and interest by the United States or any agency of the United States.

2) Not more than 40 percent of the portfolio may be invested in repurchase agreements and a security interest satisfactory to the City shall always be maintained in the securities subject to a repurchase agreement.

M. Medium Term Notes (MTN): MTNs defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases in this category shall not exceed 30 percent of the portfolio and must be rated in a rating category of "A" or its equivalent, or better by a NRSRO.

N. U.S. Instrumentalities (Supranational). United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that are rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in United States Instrumentalities.

Ineligible Investments: Investments not described herein, including but not limited to, reverse repurchase agreements and common stocks are prohibited from use in this portfolio. This Investment Policy further specifically disallows investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity. Notwithstanding, the City may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The City may hold these instruments until their maturity dates.

City Interfund Loans – Funds may be invested in loans to provide specific funding to City Programs, provided no loan shall violate any limitations prescribed by California law. Interfund loans shall be approved by City Council through the corresponding promissory note, including at a minimum, the description of the loan, the rate of interest assigned to the loan and the date on which the loan will be repaid.

9.0 COLLATERALIZATION

Collateralization is required on two types of investments: uninsured bank deposits and repurchase agreements.

Uninsured bank deposits may only be invested with financial institutions which participate in the California Local Agency Security Program (LASP) administered by the California Department of Business Oversight. LASP provides for collateral requirements, oversight and monitoring, and reporting by financial institutions.

Collateral is also required for repurchase agreements. The market value of securities that underlie a

repurchase agreement shall not be allowed to fall below 102% of the value of the repurchase agreement and the value shall be adjusted no less than quarterly. Securities that can be pledged for collateral shall consist only of securities permitted in this policy. Collateral shall be held by an independent third party with whom the City has established a custodial agreement.

10.0 INVESTMENT POOLS

Investment pools include LAIF, county pooled investment funds, shares of beneficial interest (mutual funds and money market funds), and joint powers authority pools. A thorough investigation of any pool or fund is required prior to the City's investment and on a periodic basis while funds are invested. The investigation will include review of the following items:

- Eligible investments;
- Investment policy and/or investment objectives;
- Security safeguarding, settlement process, pricing;
- Allowable deposits and withdrawals;
- Interest calculation, distribution, and treatment of gains/losses;
- Schedule for receiving statements and portfolio listings;
- Fees.
- Retained earnings
- Eligibility for bond proceeds

11.0 AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in the securities permitted pursuant to City Council approved bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this Investment Policy, the dollar portfolio, percentage, and term limitations listed elsewhere in the Investment Policy do not apply to bond proceeds. In addition to the securities listed in Section 8.0 above, bond proceeds may be invested in a structured investment product if approved by the City Council.

12.0 SAFEKEEPING AND CUSTODY

As required by CGC §53601 all security transactions entered by the City shall be conducted on Delivery versus Payment basis. Delivery versus Payment or DVP basis means all securities purchased or acquired shall be delivered to the City by book entry, physical delivery, or third-party custodial agreement. Investments in the state pool, local government investment pools, or money market funds are undeliverable, and therefore, not subject to the delivery or third-party safe keeping requirements.

13.0 DIVERSIFICATION

The City Council recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to minimize these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

The City Council acknowledges that from time-to-time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case-by-case basis, the City Council may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions and/or restrictions of this Investment Policy.

14.0 TRADING OF SECURITIES

A trade is the movement from one security to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. The purchase and sale transaction and the sale transaction must each be recorded separately and any losses or gains on the sale must be recorded.

The City Council may obtain competitive bids from at least two brokers or financial institutions on all purchases based on investment analysis recommended by staff about the investment policy guidelines. Competitive bids can be also obtained by other communication channels when necessary.

If the City has contracted with an investment advisor to provide investment service, the trading of the funds managed by the investment advisor will be performed by the investment advisor based on their established policies and procedure to evaluate and monitor the firms' credit worthiness, as well as their ability to perform the duties necessary for efficient trade execution. All trading activity conducted by the investment advisor shall be made in accordance with this Investment Policy and any written directions provided by the City Council.

15.0 MAXIMUM MATURITIES

Where no maturity limit is stated for an investment under Section 8.0, no investment shall be made in any security that at the time of the investment, has a remaining term to maturity of more than five years unless the City Council has granted express authority to make that investment either specifically or as part of a previous investment program, no less than three (3) months prior to the investment. Any investment currently held at the time the investment policy is adopted which does not meet the new policy guidelines may be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

16.0 PORTFOLIO MATURITY LIMITATION

The weighted average maturity of the entire portfolio shall not exceed three (3) years.

17.0 MONITORING CREDIT RATINGS

The CFO or the investment advisor shall monitor the ratings of all investments in their portfolios on a continuous basis. If an existing investment's rating drops below the minimum credit rating required for new investments made pursuant to this Investment Policy, the CFO will advise the City Council as to whether this security should be held or sold prior to maturity.

18.0 REPORTING

Within 45 days of the end of each month, the CFO shall submit to the City Council a monthly investment report. This report will include the elements of the quarterly report as recommended by CGC §53646, to include:

a. Type of investment
b. Name of institution
c. Date of maturity
d. Amount of deposit or cost of the security and the par value
e. Current market value of all securities
f. Rate of interest/earnings (yield)
g. A monthly list of transactions

CGC §53646(b)(2), (3) recommends that the investment report must include a statement that (i) all investment actions executed since the last investment report have been made in full compliance with the Investment Policy or a City Council's minute action (wavier) and, that (ii) the City will meet its expenditure obligations for the next six months. The CFO shall maintain a complete and timely record of all investment transactions in support of the above statement.

19.0 INTERNAL CONTROLS

The CFO is responsible for establishing and maintaining a control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation and benefits require estimates and judgments by management.

An annual independent review, or as needed to address recommended changes, by an external auditor to assure compliance with policies and procedures will be performed as part of the City's annual audit.

20.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. To determine whether market rate of return is being achieved, the CFO shall identify comparable benchmark(s) to the portfolio investment duration, (e.g., 90-day US Treasury Bill, 6- month US Treasury Bill, average LAIF yield rate).

If the City has contracted with an investment advisor to provide investment service, the investment performance of the managed funds shall be evaluated and compared to an appropriate benchmark to assess the success of the investment program relative to the City's safety, liquidity, and return objectives. This comparative analysis is included in the investment report presented to the City Council quarterly.

21.0 POLICY REVIEW

This Investment Policy shall be reviewed regularly to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its relevance to current law and financial and economic trends. The City Council shall be responsible for maintaining guidance over this Investment Policy to ensure that the City can adapt readily to changing market conditions and approve any modification to the Investment Policy prior to implementation.

22.0 STATE LAW

It is the policy of the City to comply with the State laws governing its investments.

23.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the City Council of the City of Oxnard. Moreover, the Policy shall be reviewed whenever there are recommended changes or annually, whichever occurs first, and modifications must be approved by the City Council.

APPENDIX: GLOSSARY OF CASH MANAGEMENT & INVESTMENT TERMS

BOND PROCEEDS:
The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These monies are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BROKER:
A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

CERTIFICATE OF DEPOSIT (CD):
A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS):
A private CD placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL:
Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER:
A short-term, unsecured, promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

CREDIT RISK:
The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

CUSTODIAN:
A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER:
A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own risk and account or inventory.

DELIVERY OF SECURITIES:
There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receip*t. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

DIVERSIFICATION:
Dividing investment funds among a variety of securities offering independent returns.

DURATION:
A measure of the timing of the cash flows to be received from a given-fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A
federal agency that insures bank deposits.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):
The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees over 4,200 brokerage firms, about 162,000 branch offices and approximately 634,000 registered securities representatives.

INTEREST ONLY STRIPS:
The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

INTEREST RATE RISK:
The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

INVERSE FLOATER:
Fixed income instruments whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

INVESTMENT POLICY:
A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

INVESTMENT PORTFOLIO:
A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LIQUIDITY:
The measure of an asset's ability to be converted easily and rapidly into cash with minimum risk on principal.

LOCAL AGENCY INVESTMENT FUND (LAIF):
An investment pool managed by the California State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

MARKET VALUE:
The price at which a security is currently being sold in the market. See FAIR VALUE.

MASTER REPURCHASE AGREEMENT:
A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer -lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY:
The date that the principal or stated value of a debt instrument becomes due and payable.

MEDIUM-TERM NOTES (MTNs):
Corporate notes, having any or of the features of corporate bonds and ranging in maturity from nine months out to thirty years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):
A rating organization designated by the SEC as being nationally recognized, such as Moody's Investor Service, Inc.(Moody's), Standard & Poor's (S&P), and Fitch Ratings (Fitch).

NEGOTIABLE CERTIFICATES OF DEPOSIT:
Time deposits issued by Federal Deposit Insurance Corporation (FDIC) insured banks and are underwritten by the Financial Industry Regulatory Authority (FINRA) registered Broker/Dealers. Also known as "DTC Eligible CDs" or "Brokered Deposits", this type o f deposit is offered to investors by issuing institutions looking to raise liquidity and funding through the wholesale and institutional markets.

PAR VALUE:
The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of $1,000 per bond.

PRIMARY DEALER:
A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)- registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL:
The face or par value of a debt instrument or the amount of capital invested in a security.

PRUDENT INVESTMENT STANDARD:
The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

RANGE NOTES:
Securities that accrue interest during an interest period at a fixed or variable rate if a specified index is within a specified range during a designated period or at a point in time. A Range Note may not bear interest if the specified index is outside the specified range.

RATE OF RETURN:
1) The yield which can be attained on a security based on its purchase price or its current market price.
2) Income earned on an investment, expressed as a percentage of the cost of the investment.

REPURCHASE AGREEMENT (RP OR REPO):
A holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the City) with an agreement to repurchase them at a fixed date. The security "buyer" (e.g. the City) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO):
A counter party (e.g. investment dealer) buys the securities from the holder of securities (e.g. the City) with an agreement to sell them back at a fixed date. The counter party in effect lends the seller (e.g. the City) money for the period of the agreement with terms of the agreement structured to compensate the buyer.

SAFEKEEPING:
A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.

SECURITIES:
Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness of equity.

SECURITIES AND EXCHANGE COMMISSION (SEC):
Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECONDARY MARKET:
A market for the repurchase and resale of outstanding issues following the initial distribution.

SUPRANATIONALS:
International organizations whereby member states transcend national boundaries or interests to share in the decision-making process and vote on issues pertaining to the wider grouping.

TOTAL RETURN:
Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given evaluation period. Total return includes interest, capital gains, dividends and distributions realized over a given period.

TREASURY SECURITIES:
Securities issued as direct obligations of the U.S. Government and backed by the full faith and credit of the federal government.

WEIGHTED AVERAGE MATURITY (WAM):
The average maturity of all the securities that comprise a portfolio, typically expressed in days of years.

YIELD:
The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

Exhibit A

City of Oxnard

INVESTMENT ADVISOR

- NONE

Exhibit B

City of Oxnard
OFFICE OF THE CHIEF FINANCIAL OFFICER
Authorized Brokers/Dealers

The following Broker/Dealers are authorized in accordance with the City's Investment Policy:

1. Alamo Capital
2. Multi-Bank Securities, Inc.
3. Piper Sandler & Co.
4. Robert W. Baird & Co. Inc.
5. Stifel Financial Corp.
6. U.S. Bancorp Advisors
7. Wells Fargo Securities
8. Falcon Square Capital
9. Mischler Financial Group, Inc.
10. Zions Bank Capital Markets
11. Great Pacific Securities
12. Oppenheimer & Co. Inc.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING INVESTMENT OF MONIES IN THE CALIFORNIA ASSET MANAGEMENT PROGRAM

WHEREAS, the California Asset Management Program (CAMP) is a California Joint Powers Authority (JPA) established in 1989 under California Government Code (CGC) section 53601(p) to provide California public agencies with professional investment services; and

WHEREAS, the City of Oxnard investment policy section 8.0.J authorizes investment with Local Government Investment Pools (LGIP) that meet requirements of CGC section 53601(p); and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the CAMP for the purpose of investment therein is in the best interests of the City of Oxnard; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to authorize the deposit and withdrawal of City of Oxnard monies in the California Asset Management Program for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City of Oxnard officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the California Asset Management Program and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Javier Chagoyen-Lazaro, Chief Financial Officer Signature: _____

Jialan Su, Assistant City Treasurer Signature: _____

Martha Guerra, Billing and Licensing Supervisor Signature: _____

Section 2. This resolution shall remain in full force and effect until rescinded by City Council resolution.

PASSED AND ADOPTED THIS _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:
ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Authorization for Investments in Local Government Pool
City Council
November 3, 2025

Presented by:
Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council

1. Adopt a resolution authorizing investment of monies in the California Asset Management.

2. Authorized the Mayor to complete any related documents and agreements to pen City of Oxnard accounts with the California Asset Management Program.

BACKGROUND

- Local Government Investment Pools are authorized investments for public agencies, including cities:
  - California Government Code Section 6509.7 and Section 53601(p)
  - City of Oxnard FY 2025-26 Investment Policy Section 8.0 (I) and J)

- City Council has investment authority to direct investments and to contract special services
  - California Government Code Section 37103 and Section 53600
  - City of Oxnard FY 2025-26 Investment Policy Section 5.0

DISCUSSION

- California Asset Management Program (CAMP) is a California Joint Powers Authority (JPA).
- Established in 1989 to provide California public agencies with professional investment services.
- Governed by a Board of Trustees comprising California government finance professionals.
- CAMP manages over $20 billion in assets and holds a credit rating of AAAm from S&P and AAAf from Fitch.

- Investments are permitted for all local agencies under California Government Code Section 53601(p).

DISCUSSION

- CAMP options to manage liquidity
- CAMP POOL
  - Same day liquidity
  - Unlimited transactions
  - Online account management
  - No minimum investment
  - Interest paid monthly
- CAMP TERM
  - Maturities from 60 days to 1 year
  - Minimum investment $1 million
  - Online account management
  - Opportunity to lock in interest rates
- CAMP demographics include
  - 135 Participants (of which 39 are Cities)
  - 262 Investors (of which 86 are Cities)

Recommendation

That the City Council

1. Adopt a resolution authorizing investment of monies in the California Asset Management.

2. Authorized the Mayor to complete any related documents and agreements to pen City of Oxnard accounts with the California Asset Management Program.

Questions / Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: November 3, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Orders with WEX Bank for the Fleet Fuel Card Program. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX Bank for an initial term of three years and seven months from December 7, 2025, through June 27, 2029 with the option to extend three additional one-year terms ending June 27, 2032 for an amount not to exceed $27,500,000, for the WEX Bank Fleet Fuel Card Program under Sourcewell Contract 030625-WEX.

(Public Works and Transportation Committee approved 3-0 on October 14, 2025)

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

BACKGROUND

The Fleet Services Division of the Public Works Department manages, maintains, and repairs the City's 977 fleet vehicles and equipment valued at over $57M as of September 4, 2025. Fleet Services is responsible for the maintenance and repair of vehicles, as well as the oversight of fuel and the fuel card program.

The City's fleet vehicles utilize unleaded, ethanol fuel blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid (DEF), compressed natural gas (CNG), propane, and electric vehicle (EV) charging. Fuel is purchased through the WEX Bank fleet card program. The table below summarizes fuel usage for FY 2024-25 by Division. This data was obtained from Fleet Service's fleet management software.

Division	FY 2024-25 Fuel Purchased	Percent
Environmental Res.	$1,427,701	48.77%
Police	$706,540	24.14%
Fire	$237,964	8.13%
Parks & Facilities	$184,248	6.29%
Water	$110,445	3.77%
Streets	$82,124	2.81%
Recreation	$56,819	1.94%
Other	$121,517	4.15%
Total	**$2,927,368**	**100%**

DISCUSSION

In December 2019, the City Council approved the implementation of the WEX Fleet Card Program through a Sourcewell cooperative contract, enabling employee fuel cardholders to purchase fuel at authorized stations. This program allows staff to access unleaded gasoline, ethanol fuel blend (E85), diesel (including clear and renewable), diesel exhaust fluid (DEF), compressed natural gas (CNG), propane, EV charging, and car wash services at locations throughout the city.

WEX provides a network that accepts cards at 95% of retail fuel stations and offers controls over field fuel purchases. In Oxnard, participating fuel sites include Chevron, ExxonMobil, Union 76, Arco, USA, Shell, SC Fuels, Mac Valley Oil, Sinclair, 7-Eleven, and Circle K. The card is also accepted at the Southern California Gas Company–Oxnard Base for CNG purchases. For electric vehicles, WEX supports access to public charging stations from major providers such as ChargePoint, AmpUp, Blink, EVConnect, EVGo, and Flo, among others. This extensive network allows staff to conveniently refuel and recharge vehicles, reducing travel time and mileage (e.g., saving costs). Staff members are encouraged to fuel locally within city limits for tax benefits, when feasible.

The WEX fuel card program has improved operational efficiency while reducing administrative burdens by providing enhanced oversight of the entire fuel program through a web-based client portal. This portal offers more comprehensive information and analysis tools compared to previous vendors, Shell and Voyager. A range of control and alert features enables staff to monitor where, when, what, and how much is spent, including fuel grade, cost per gallon, and sales tax for every purchase, resulting in improved security and more accurate accounting. Key features include automated alerts when suspicious activity is detected such as number of gallons, type of fuel purchased, and location of transaction. In such cases, the user card will be automatically deactivated. These tools help drive cost savings, alongside a quarterly revenue share "rebate" based on the City's monthly retail transactions, which averaged $2,500 per month last fiscal year.

City Purchasing Policy allows for the use of governmental cooperative contracts for the purchase of goods, equipment, and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement. WEX holds a cooperative contract with Sourcewell for fleet fuel cards. Sourcewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts.

Sourcewell awarded WEX Bank Contract No. 030625-WEX for Fleet Payment Solutions with Related Services. Sourcewell posted the Request for Proposal on January 16, 2025, and recommended a contract award to WEX Bank on June 27, 2025, with an expiration of June 27, 2029, and may be extended up to three additional one-year extensions for a total possible length of seven years from the effective date.

By utilizing a Sourcewell contract for the continuation of the WEX fuel card program, the City retains the benefits of the WEX program. The WEX program allows the City to purchase fuel at the publicly offered market rate, participating gas stations pay WEX, and WEX pays an administrative fee to Sourcewell, at no additional cost to the City. Moreover, the RFB and implementation processes that accompany new programs are eliminated, resulting in both cost and time savings.

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

The City's fuel costs declined in FY 2024-25 by approximately 11% due to lower fuel costs per gallon on average compared to FY 2023-24. In FY 2023-24 the fuel cost was $2.96M and in FY 2022-23 it was $3M. However, Fleet Services staff expect gradual fuel price increases over the potential seven-year term of this contract, due to the scheduled closures of two major refineries in California at the end of 2025 and 2026, which may impact prices statewide. With the addition of Electric Vehicles (EV) to our fleet, the requested amount accounts for the charging of such vehicles at public charging stations in and around the City. The City is also working on the installation of EV chargers at specific locations (e.g. the City's Corporation Yard) for dedicated use by Fleet vehicles.

The total agreement with WEX Bank shall not exceed $27,500,000 if all terms are extended. Funding for the annual

Purchase Order will begin in FY 2025-26. There are sufficient funds in the Fleet Services Fund (741) FY 2025-26 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process. The estimated spending plan is as follows:

Account Number	FY25-26 (Dec25-Jun26)	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32	Total
Unleaded 7413750-54090	$ 880,000	$1,460,000	$1,580,000	$ 1,705,000	$ 1,840,000	$ 1,990,000	$2,149,000	$11,604,000
CNG 7413750-54091	$ 400,000	$ 660,000	$ 715,000	$ 770,000	$ 835,000	$ 900,000	$ 975,000	$ 5,255,000
Diesel 7413750-54092	$ 800,000	$1,330,000	$1,440,000	$ 1,555,000	$ 1,680,000	$ 1,815,000	$1,960,000	$10,580,000
Prof Svcs 7413750-53200	$ 5,000	$ 8,000	$ 8,500	$ 9,000	$ 9,500	$ 10,000	$ 11,000	$ 61,000
Total	**$2,085,000**	**$3,458,000**	**$3,743,500**	**$4,039,000**	**$4,364,500**	**$4,715,000**	**$5,095,000**	**$27,500,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 14, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the October 14, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Cooperative Agreement

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

MASTER AGREEMENT # 030625
CATEGORY: Fleet Payment Solutions with Related Services
SUPPLIER: WEX Bank

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank, 111 East Sego Lily Drive, Suite 250, Sandy, UT 84070 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any eligible Participating Entity that can legally access the Included Solutions offered under this Agreement. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #030625) to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

      a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

      b. Payment solutions for electric vehicle charging, station fees; and,

      c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

   2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above (of the original published RFP), Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations in the states in which the Included Solutions are sold.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell a sales activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may, at Suppliers discretion, include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to use commercially reasonable efforts to cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes limited to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** In the event of gross negligence or willful misconduct by Supplier, Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising directly from any grossly negligent act or omission by the Supplier, or willful misconduct by the Supplier in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

    Supplier's aggregate liability to Sourcewell and its Participating Entities pursuant to this Section 17 shall be limited to the sum of: (a) all fees paid by the relevant Participating Entity to Supplier under their participating agreement in the 12-month period prior to the date when the claim is made; plus (b) all other revenue earned by Supplier for all of the relevant Participating Entity's transactions made using the Supplier's charge cards in the 12 months prior to the date of any claim made. Additionally in no event will Supplier be liable for incidental, special, consequential, lost profits, lost business opportunities, or punitive damages.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties'

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relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage

- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

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The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. The Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction, including but not limited to: relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement as agreed by the Supplier and the by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, liability, defense and indemnity, force majeure, and other material terms as mutually agreed. Additionally, Supplier may require Participating Entities to agree to the attached and Incorporated **WEX Account and Services Agreement and Participating Addendum**. Supplier acknowledges that some of the additional terms and conditions may need to be negotiated by a Participating Entity since the Participating Entity may not be legally permitted to agree to all terms. Any exceptions required by a Participating Entity shall

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be listed and mutually agreed to between Supplier and a Participating Entity under the State's Exception appendix of the **WEX Account and Services Agreement and Participating Addendum**.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	WEX Bank
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jason Price EE6EEC720DFF478...
By: _____	By: _____
Jeremy Schwartz	Jason Price
Title: Chief Procurement Officer	Title: President and CEO WEX Bank
Date: 8/13/2025 | 12:39 PM CDT	Date: 8/12/2025
	APPROVED W441202 , 8/12/2025, 8:42:04 AM

RFP 030625 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	WEX Bank
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	111 East Sego Lily Drive Suite 250 Sandy, Utah 84070
Contact:	Brian Hough
Email:	brian.hough@wexinc.com
Phone:	701-371-0482
HST#:	84-1425616

Submission Details

Created On:	Thursday January 16, 2025 10:14:11
Submitted On:	Monday March 03, 2025 16:27:03
Submitted By:	Brian Hough
Email:	brian.hough@wexinc.com
Transaction #:	87f8bba4-bc39-4b54-a4a6-3f3cf1af6624
Submitter's IP Address:	147.243.203.233

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	WEX Bank	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	WEX Bank, a Utah industrial bank, is the contracting party and a wholly-owned subsidiary of WEX Inc. (NYSE: WEX), a Delaware corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WEX Bank Cage code: 3L5W9	*
5	Provide your NAICS code applicable to Solutions proposed.	522110	
6	Proposer Physical Address:	WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070	*
7	Proposer website address (or addresses):	www.wexinc.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Price, President and CEO, WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 Email: bank.signatures@wexinc.com Phone: (888) 842-0075	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Janet Parker, Strategic Relationship Manager 1 Hancock St Portland, ME 04101 Email: janet.parker@wexinc.com Phone: (207) 749-6176	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris McVetty, Director, Public Sector 1 Hancock St Portland, ME 04101 Email: chris.mcvetty@wexinc.com Phone: (207) 253-9053	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	This response to RFP #030625: Fleet Payment Solutions with Related Services is presented by WEX Bank, a Utah Industrial Bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	

WEX is Sourcewell's current fleet card program administrator. Sourcewell customers have the option to purchase Telematics and other ancillary products through the WEX contract.

ABOUT WEX

WEX is the global commerce platform that simplifies the business of running a business. We have created a powerful ecosystem that offers seamlessly embedded, personalized solutions for our customers around the world. Through our rich data and specialized expertise in simplifying benefits, reimagining mobility, and paying and getting paid, we aim to make it easy for companies to overcome complexity and reach their full potential. Since 1983, our business has grown from approximately $3 million in revenue and 50 employees to $2.63 billion in revenue and roughly 6,500 global employees in 2024, with 22 million fleet cards in circulation. Leveraging our unique capabilities, WEX offers solutions that organizations use to drive efficiencies and manage risk.

FLEET AND MOBILITY SOLUTIONS

For over 40 years, we have built our proprietary closed-loop network that provides the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective, data-driven operational management and cost reduction.

We believe our key source of differentiation in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. This proprietary closed-loop network enables us to capture Level III data, deploy custom controls, and establish the economics between fleets and merchants. Our data and tools allow fleet owners and managers to control spend and limit fraud while optimizing their fleet operations.

WEX's program simplifies your mobility management and performance with superior card functionality, reporting, and customer service, including:

- Level III data capture on 99.8% of transactions made with the WEX Fleet Card for greater insight and fraud detection
- Nine levels of account hierarchy for flexible reporting and billing options
- Advanced card to Prompt ID number functions; ability to tie one card to one Prompt ID, etc.
- More flexible prompting options at point of sale
- Acceptance at 95% of U.S. retail fuel sites; expanded acceptance through virtual Mastercard technologies (WEXPay)
- Robust online reporting tools through WEXOnline; ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions
- The WEX Fleet Plus card, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel, vehicle-related purchases, all managed under a single account with one line of credit.
- WEX EV, providing en-route, at-home, and depot charging services. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports.
- Cutting-edge EV analytics, fleet optimization, and emissions reporting as part of WEX's Sourcewell contract with Sawatch Labs.
- Holistic, streamlined, simplified mobility solution encompassing fuel, EV charging and optimization, vehicle repair, analytics, telematics, and more.

PUBLIC SECTOR EXPERTISE

In addition to serving as Sourcewell's fleet card provider since 2011, WEX provides mobility solutions for 36 states (seven of these states are current Sourcewell customers), and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 811,000 cards

WEX also provides mobility services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards.

In total, WEX services approximately 1.2 million tax-exempt cards.

We are an active member of the National Alliance of State and University Fleets

(NASUF) and continually attend educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

TAX EXEMPTION, REPORTING, AND RECOVERY PROGRAM

Federal Gasoline and Diesel Excise Tax-Exempt Program:

*

WEX will invoice net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants:

WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting shows:

- Exempted Tax, at the transaction level.
- Reported Tax, at the transaction level.
- Summary of tax types by product for both exempted and reported transactions.

State Sales Tax and County Tax at Non-Participating Merchants:

For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as “Reported Tax.” “Reported Tax” transactions list transactions and tax amounts that WEX does not exempt so the customer can file for exemption. Many customers use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction.
- Reported tax, by transaction.
- Summary of tax types by product for both exempted and reported transactions.

Tax Exemption for Non-Fuel Purchases:

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants’ discretion. Drivers must supply the merchant with proper documentation of the organization’s tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification:

Any customer participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data:

Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number
- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Exemptions may not apply to all transactions. For example, WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable

		to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if the fleet provides a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions. CORE VALUES / BUSINESS PHILOSOPHY For information pertaining to governance (e.g., WEX's Code of Business Conduct and Ethics) please visit: https://ir.wexinc.com/governance/governance-documents/default.aspx For information outlining WEX's commitment to Corporate Sustainability, and Diversity, Equity, and Inclusion, please visit https://www.wexinc.com/about/wex-sustainability-report/?_gl=1*12qggqp*_gcl_au*MzczNjc2MTE0LjE3MzYyODAzNzY.*_ga*NzE4NzcwNDI2LjE2Nzg0NjMwMDc.*_ga_K3HRZM070M*MTczNzA1ODQ2OS4yMTAuMS4xNzM3MDU4NTMyLjYwLjAuMA.. For your convenience, we have attached our most recent Sustainability Report, which highlights our work in Environmental Stewardship, Environmental Innovation, Social Impact, People & Culture (e.g., DEI, talent attraction, leadership development), and Governance.	
12	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel is a mutually beneficial relationship for Sourcewell, your members, and WEX. Currently, across all organizational levels of seven states and direct municipal accounts there are approximately 5,238 accounts using the WEX / Sourcewell contract. WEX will continue marketing our best-in-class fleet card program to Sourcewell's members. Remaining with WEX helps ensure that Sourcewell's members continue receiving our card program's comprehensive benefits, while avoiding potentially time-consuming and costly contract negotiation and implementation with a new provider.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	WEX's annual reports and proxy statements are publicly available via our investor page: https://ir.wexinc.com/financials/annual-reports-proxy-esg/default.aspx You may also view WEX's quarterly results here: https://ir.wexinc.com/financials/quarterly-results/default.aspx For your convenience, we have attached WEX's most recent annual report.	*
14	What is your US market share for the Solutions that you are proposing?	Although internal market share estimates are confidential, WEX's public sector expertise is unmatched in the marketplace, as we provide services for 36 states, have tax exempt customers in all 50 states, and provide fleet solutions as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies. In total, WEX services approximately 1.2 million tax exempt cards. Including our commercial and international accounts, we provide 19 million vehicles and 600,000 global fleet customers with exceptional service, payment security, and control	*
15	What is your Canadian market share for the Solutions that you are proposing?	The WEX card is currently accepted at 2,597 sites in Canada. This includes, but is not limited to, 1,457 Esso sites, 362 Circle K (Esso) sites, 213 Mobile sites, 131 Couche Tard (Esso) sites, 91 Canco Petroleum sites, 82 Shell Flying J sites, 72 Southwest Fuel sites, and 70 7-Eleven Canada sites. WEX has signed agreements with several additional Canadian merchants, which will add an additional 2,238 accepting locations from brands such as Parkland Fuel, Irving Oil, Pioneer Energy, and Wilsons Fuel.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - WEX has not petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider. Our response details completely the services and products our organization provides. WEX provides most of the services for the requirements of this RFP. Our product and technology teams plan, develop, and roll out our industry-leading software solutions, and provide training and help with day-to-day issues. However, it makes smart business sense to partner with others for certain services. For example, our web hosting environments provide a level of security and environmental controls that would be cost-prohibitive to duplicate. Other areas are not part of our core business, which is why working with the best vendors in the industry is key to WEX's successful business model. WEX markets our services directly to fleets and to businesses. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program described throughout our response.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank regulated by the FDIC. WEX Inc. is SOC and PCI-DSS compliant.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The National Alliance of State and University Fleets (NASUF) recognized WEX with the Partner Excellence Award, which recognizes a corporate partner who has made an impact in the fleet community by demonstrating innovation in fleet management practices, collaborating with industry stakeholders to achieve mutual goals, promote best practices, and prove measurable outcomes or achievements through their efforts. Forbes recognized WEX as a Best Fleet Fuel Card Provider in 2024 Logistics and Transportation Review honored WEX in 2024 as a top 10 Fleet Management Solutions Provider and as a Fuel Cards and Fleet Management Company of the Year Newsweek selected WEX as a 2024 America's Greatest Workplaces with five out of five stars in the software and internet services category, while also recognizing WEX for its workplace efforts around: • Diversity, • Women, • Mental Wellbeing Named to U.S. News & World Report's 2024-2025 list of Best Companies to Work For, listing WEX among top companies in three categories: • Overall Companies • Professional Services Companies • Northeast Companies	*
21	What percentage of your sales are to the governmental sector in the past three years?	This information is considered proprietary and confidential. However, of our approximately 22 million cards currently in the market, roughly 1.2 million are public sector / tax exempt. This consists of 36 state contracts, including the existing Sourcewell contract (seven states and direct municipal accounts totaling 5,238 organizations). WEX is also a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	This information is considered proprietary and confidential.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	WEX currently provides services for 36 states, and has government / tax exempt customers in all 50 states. This business represents over 800,000 cards. WEX is currently Sourcewell's cooperative contract holder for fleet cards and administration. States currently on the Sourcewell contract include: - Arkansas - Iowa - Kansas - Massachusetts - Missouri - North Carolina - Rhode Island Additional state customers include: Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maine, Michigan, Minnesota, Montana, New Hampshire, New Mexico, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming. Of these states, some are direct WEX customers while others are part of our cooperative NASPO contract. WEX cannot share sales volume figures.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX has provided services (fleet card, private site, and telematics) as a subcontractor to Citibank since 2008 - under the Federal Government's GSA SmartPay 2 (2008 - 2018) and current SmartPay 3 Charge Card Program. This work encompasses 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards. WEX cannot share sales volume figures.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of North Carolina, Division of Motor Fleet Management	Robert Riddle – Fleet Director	(919) 857-4027	*
State of Georgia, Department of Administrative Services	Jazzmin Randall - Director, Office of Fleet Management	(404) 463-5458	*
Commonwealth of Pennsylvania, Bureau of Vehicle Management	Randall Tomlinson – Assistant Director	(717) 787-3162	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	WEX directly employs all salesforce and account management assets working on the Sourcewell contract. WEX's card program offers acceptance in all 50 states, at more than 95% of retail fueling locations, all of which provide Level III data and best-in-class card controls for Sourcewell's membership organizations. Our ongoing, comprehensive strategy to public sector account management includes dedicated relationship and sales teams. Our holistic approach ensures that all eligible entities know they can take advantage of the overarching WEX/Sourcewell contract. We also create targeted marketing plans to support our public sector outreach, so eligible entities understand the program benefits and savings available to them. Communications are customized for each eligible public sector program, are disseminated via direct mail and email, and are structured around the specific contract provisions most relevant to each organization we target. We also provide a dedicated web page for those seeking additional information. Our marketing team uses mailing addresses provided by respective state agencies to identify eligible programs. Additionally, WEX's internal analytics team utilizes subscription-based databases to acquire contacts and conduct mailings. These tools enable us to maximize the effectiveness of the relationship, and ensure both parties benefit to the greatest extent possible. Our commitment to the Sourcewell relationship is evidenced by the contract's consistent performance, growing from 650 accounts and approximately $50 million in spend on over 14 million gallons in 2014 to 5,268 accounts and nearly $350 million in spend on over 105 million gallons in 2024. WEX has a fleet card sales force of a dozen representatives dispersed throughout the continental United States, all of whom are dedicated to selling our fleet card program and are full-time WEX employees. PUBLIC SECTOR RELATIONSHIP MANAGERS WEX has three Public Sector Relationship Managers - including Sourcewell's current relationship manager, Janet Parker - who focus on servicing and expanding the use of our largest public sector customers. Janet also ensures Sourcewell and your members maximize the value of our program by understanding organizational goals, providing on-point solutions and best practices for optimal savings, regular reviews of key performance indicators, sharing best practices, introducing new products, and tracking against established policies, goals and objectives. Janet also assists with problem resolution and escalation when necessary. Janet is located in Michigan, and will continue managing the account for the life of the contract. PUBLIC SECTOR ACCOUNT EXECUTIVES WEX directly employs two dedicated Public Sector Account Executives, located at our corporate headquarters in Portland, Maine, who pursue piggybacking opportunities with organizations eligible for the Sourcewell contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A	*

28	Service force.	Janet Parker, your current Relationship Manager, will continue meeting with interested strategic members to review the card program, and communicate meaningful best-practices to Sourcewell members. CUSTOMER SERVICE DEPARTMENT WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. For escalated issues, our Customer Service Representatives leverage on-call Subject Matter Experts (SMEs) as needed. PREMIUM FLEET SERVICES We understand that not all customer service needs are met by a standard call center approach. We have developed service teams within our Client Services division that have the flexibility and skills to deliver non-standard service and meet the unique needs of our large fleet customers. Premium Fleet Services (PFS) account managers are the primary day-to-day contact for Sourcewell's larger fleet customers. The PFS Account Manager ensures smooth program operation, and prompt problem resolution so you experience minimal disruption. The PFS Account Manager also helps create custom reporting that may not be easily accessible to fleet managers, ensuring that essential data is available for effective oversight. Your PFS Account Manager is available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device. Phone calls are returned within two business hours, and emails within 24 business hours. FRAUD SPECIALISTS WEX's experienced fraud professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs - prevention, detection, and management. The Fraud Team has an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. STRATEGIC PORTFOLIO ANALYST (SPA) For eligible customers, WEX's proactive, service-oriented approach helps reduce payment delinquency. Our SPA team works with large customers to ensure accurate, on-time billing and payment. You are assigned a specific receivables specialist who serves as your primary point of contact, and works closely with the account manager. Your SPA specialist also ensures that your billing structure and payment methods work well for your business, and helps you get the most value from your card program. SPA specialists monitor payments on a daily basis and contact customers that have either not sent payment, or remitted a payment amount that does not match the amount due. Past due balances are resolved quickly, lessening the need for costly and time-consuming historical reconciliation and analysis.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The products WEX provides are largely not applicable to a traditional ordering process. Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Assuming application approval and a successful implementation, fleet managers and other authorized personnel may order cards anytime 24/7 via WEXOnline, our online fleet administration portal, or by calling our Customer Service Department. For card ordering, WEX processes requests for new, lost, damaged, or stolen cards within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for free standard shipping, or FedEx for expedited orders). Standard orders typically arrive in five - seven business days. For expedited shipping, you may use your own shipping account, or be charged a fee.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. Additionally, WEX Customer Service has limited bilingual Spanish/English and French/English staff. When a bilingual agent is not available, translation services are utilized which provide services in 100+ languages. SKILL-BASED CALL ROUTING SYSTEM WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program are CSRs allowed to field customer calls, ensuring their ability to provide best-in-class service. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance. CUSTOMER SATISFACTION Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for customer interaction. We set our standards for customer service by benchmarking against other card-based call centers, and then strive to exceed those standards with each call. Measured metrics (with most recent data) include: - Quality Assurance (97.18%) - Average speed to answer (1 minute 18 seconds) - Time to abandon (6 minutes 07 seconds) - Abandonment rate (5.00%) - Talk time (5 minutes 08 seconds) - After-call work (15 minutes) - Handle time (5 minutes 33 seconds) - Email response time (77.3 hours) WEX surveys our customers to gain insight into your experience, and receive consistently high marks. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real-time "voice of the customer" information that enhances our training programs and informs our product development activities. CUSTOMER SERVICE MANAGEMENT At WEX, our management and staff are tasked with improving our service offering's effectiveness. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer service representatives (CSRs) invigorated and available to handle the next call requires support from an extended team of specialists to help with complex issues and ensure optimal staffing during peak call hours. - Customer Service Managers lead the contact center, and maintain all KPIs and quality standards. Each team consists of 15 - 25 CSRs who receive daily performance reports, regular one-to-one meetings, monthly team meetings, and need-based coaching. The management team also reports and resolves technical and escalated issues, contributes insights to partners, and drives technical and process enhancements.	*

		- The Workforce Management Team oversees daily que management and service levels attainment. The team also provides daily, monthly, and ad hoc reporting for the call center. They produce resource forecasts and manage associate scheduling to optimize the customer experience. - The Learning and Development Team provides initial and ongoing training for all CSRs through a blend of intense learning modules which harness adult-learning best-practices and incorporate facilitation, practical application, assessment, and remediation. - Quality Assurance Associates review and score a cross section of each CSR's monthly customer interactions to ensure account security, procedural compliance, and customer experience. Each CSR and their Team Leader receives monthly scorecards, and real-time alerts to identify and remediate coaching opportunities. - Customer Service Mentors are the contact center's service experts, and support service representatives with calls that require additional research or specialized knowledge. Mentors also schedule coaching sessions as assigned by leadership. The goal is to resolve issues in one call, provide an immediate response, and ensure knowledge transfer to continually improve accuracy and customer experience. PREMIUM FLEET EMERGENCY RESPONSE WEX recognizes the critical importance of maintaining available fuel supplies for essential and public sector vehicles during natural disasters, threats to national security, and military mobilization, and is prepared to support the needs of Sourcewell's qualifying Premium Fleet Service customers in such instances. We are proud to be an integral part in our customers' ability to maintain continuous operations during their most crucial times of need. Some of the emergency services we provide upon request include: - Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur. - Online emergency card profile set-up, so fleets can easily remove or change card control limits to support emergency operations. - Regular updates outlining which networks and fuel stations are open and active in disaster areas.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	WEX will continue providing marketing, products, and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX is happy to provide existing products and services to participating entities in Canada, though the Canadian market is not a target of investment for WEX at this time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to public sector fleets of all sizes. Since partnering with Sourcewell in 2011, WEX has grown the contract to benefit more than 5,200 participating entities, including seven states. WEX's public sector expertise is unmatched in the industry, providing services for 36 states, and supplying fleet card services as a subcontractor to Citibank under the SmartPay 2 (2008 - 2018) and current SmartPay 3 contracts. In total, we service approximately 1.2 million tax-exempt cards. We are an active member of the National Alliance of State and	

University Fleets (NASUF), continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

We reiterate this experience because WEX actively manages marketing efforts to inform eligible entities that Sourcewell has a fleet card program, and work to onboard these groups through education of program benefits.

Our custom outreach program ensures that eligible public sector organizations know about the Sourcewell / WEX program, understand the benefits of enrolling, and can easily sign up for the program. Our annual efforts include, but are not limited to, direct mail, email campaigns, newsletters, trade show participation, press releases, web-based marketing, online landing pages, and sales visits - all with an eye toward maximising overall program volume.

INTERNAL MARKETING CAPABILITIES

WEX invests millions of dollars each year in our comprehensive marketing and sales programs on behalf of our own WEX Universal, partner-based proprietary, and public sector card programs. We market to state, local, and other eligible public sector organizations in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers oversee our public relations campaigns, tradeshows, email, web, direct mail, and advertising programs. We also have a full-time, in-house design team who support the development of collateral, direct mail, traditional print, and web design. We are able to create turn-key programs for partners of all sizes.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011, to 3,350 customers purchasing over $175,000,000 on over 63 million gallons in 2018, to 5,268 accounts, and nearly $350 million in purchases on over 105 million gallons in 2024. WEX will continue our active marketing program, further growing the portfolio throughout the contract by leveraging local and municipal-level relationships. *

APPROACH

We utilize a disciplined, data-driven approach and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield, and overall ROI. We use Salesforce and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a willingness to try new concepts and approaches using “champion-challenger” methodology to learn and compare results of proven campaign approaches with those of new test or concept campaigns.

Our in-house web marketing team develops a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing page to inform existing and prospective state organizations about the Sourcewell Fleet Card program (e.g., https://www.wexinc.com/oklahoma; https://www.wexinc.com/texas). We use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program is supported by geographically targeted Search Engine Marketing (SEM) to drive applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX successfully manages digital, web-based marketing campaigns on behalf of our partners, and our in-house web marketing team are experts at leveraging this channel for fleet acquisition and communication.

Our sales team attends multiple national, regional, and local trade shows each year, allowing us to reach key decision makers and establish key industry contacts. We will continue leveraging Sourcewell at public sector trade shows and conferences in our continuous effort to expand awareness of the Sourcewell program, and convert prospects into participants. Our in-house marketing team manages and coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings.

Finally, all WEX sales associates utilize Salesforce Customer Relationship Management (CRM) for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast, and their long-term pipeline. We also use Salesforce to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. We would use Salesforce to track and manage Sourcewell’s sales and marketing program.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	WEX has a world class in-house Marketing Agency with award-winning digital marketers specializing in fuel card lead generation and quality customer growth. We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our insights and analytics teams to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. We are engaged actively in all modern marketing channels including social media (LinkedIn, Meta, Instagram, and X). Through sophisticated social listening capabilities, we receive valuable feedback and sentiment from customers and of course, use these platforms to deliver value to our customers. WEX also excels in the realm of precision targeting for fleet marketing due to our deep understanding of the fleet sector and strategic internal collaborations. By integrating risk grade data, behavioral insights, and transaction data with cutting-edge AI targeting, we have the prowess to attract customers who are not only highly likely to engage with WEX at the right moment but also contribute significantly to our profitability by fueling the most gallons. We meticulously craft tailored audiences, guiding them through the buyer's journey, fueled by their behaviors and interactions with our brand.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Historically, WEX has overseen promotional and marketing activities for the Sourcewell contract. In addition to the marketing plans described above, we attend Sourcewell's annual H2O Conference to assist with networking, and include Sourcewell branding at WEX's other public sector conference appearances. We look forward to working with Sourcewell in updating the WEX landing page, and are happy to discuss additional input into the promotional and marketing activities we perform on Sourcewell's behalf. WEX has served as your fleet card provider since 2011. As such, we are very familiar with Sourcewell agreements and have integrated them into our sales process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products and services WEX provides are largely ordered and managed through WEX Online. To obtain a WEX Fleet Card, Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Once approved the account goes into implementation and goes active in roughly 30-90 days (depending on complexity and any custom requirements). The Fleet Manager module of WEXOnline allows users to order, add, edit, suspend, reactivate, and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also: - Assign a card to the driver, vehicle or location. - Transfer cards from one account to another. - Group cards into profiles to enforce your purchasing policies. - Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase). - Edit account information.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide initial training to Sourcewell's customers at agreed-upon sites, ongoing as-needed training, and re-training as required via in-person training, webinars, phone conferences, or a combination of those. WEX's Strategic Implementation Manager (SIM) will discuss specific training requirements during Discovery. Upon initial implementation, the SIM trains the fleet management team in performing various administrative functions associated with the platform (including, but not limited to, adding drivers, adding vehicles or assets, assigning card controls, creating and assigning custom roles, reporting). Online or in person system training typically takes 60 to 90 minutes, depending on questions. These can be done for multiple groups, and may include on-site training as-needed. We also provide detailed reference and summary guides as part of the implementation project plan. Other reference guides exist throughout our various systems. For example, WEXOnline contains PDF help guides that provide step-by-step instructions to navigate different modules. The following PDF help guides are available: - Homepage: View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units - Fleet Manager: Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses - Financials: Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy - Reports: Guides the user through the various reporting tools to meet your analysis needs. - Resource Tools: Offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with available charging stations and/or the lowest price per gallon - Administration: Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs. The SIM also works with the customer to create a WEXOnline Summary Guide that outlines how agency nuances and requirements are captured and reported through the system, as well as quick-step guides for the online system. Additionally, we work with the State to organize tailored online training per users' assigned roles. Recorded training sessions can be shared as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only. Further, we develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program. After implementation, on-going training meetings are available as-needed. For the individual card user: The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors to answer any questions. We also provide electronic driver reference guides if they have issues with transactions, and produced a video showing drivers how to use our cards, available via our website at: https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/.	*
42	Describe any technological advances that your proposed Solutions offer.	As a payment technology company, we take a keen interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, and new data sources to compliment our already-robust Level III reporting and analytics. WEX's new Fleet Plus Card, which enhances your ability to pay for non-fuel related vehicle purchases, and expanded mobile payment technology with our DriverDash app, are examples of this vision. WEX focuses on customer-driven technology enhancements, and actively solicits customer feedback when developing our roadmap. The Fleet Advisory Board - a targeted cross-section of our largest fleets - gives industry a voice with WEX senior leadership. We also actively engage with Sourcewell, and your customers, at numerous trade shows, and through our membership in public sector organizations such as the National Alliance of State and University Fleets (NASUF). WEX EV Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide. WEX EV En Route: Recharge drained EV batteries quickly during the workday Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators	

(CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline
- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your customer's EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency.

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets,

integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

DRIVER DASH

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect

WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

APIs

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as "valid" or "fraudulent").

We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single

		account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	WEX committed to the energy transition launching WEX Venture Capital (https://vc.wexinc.com/), with WEX’s Board authorizing WEX to commit up to $100 million through the end of 2025 in predominantly early and growth-stage companies focused on the energy transition, including fleet electrification, the electric vehicle charging ecosystem, energy management and optimization, and adjacent technologies. Recent investments include: - ev.energy, a leading electric vehicle managed charging software platform and certified B Corp (https://www.ev.energy/blog/series-b), - Chargetrip, an EV routing platform and certified B Corp, (https://www.chargetrip.com/newsroom/we-closed-our-series-a), - AmpUp, an EV Charging Platform based in California (https://www.prnewswire.com/news-releases/ev-charging-platform-ampup-closes-15m-series-a-funding-302258798.html) - Gravity Climate, a leading enterprise carbon accounting and energy management platform based in New York (https://www.prnewswire.com/news-releases/gravity-announces-13m-in-series-a-funding-to-automate-reporting-and-accelerate-energy-optimization-302355444.html). In addition to the WEX Venture Capital initiatives described above, please see our attached WEX-2023-Sustainability-Report, which highlights WEX's work on Environmental Innovation and Fleet Electrification (pp. 10-13) and Environmental Stewardship (pp. 14-17).	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is the current fleet card and administrative platform provider for Sourcewell's customers, and we look forward to building upon our 14 year relationship. We offer unmatched understanding of your organization, and the needs of your customers. Your Relationship Manager, Janet Parker, will continue providing strategic support, and remaining with WEX allows Sourcewell, and your members, to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: - Enhanced Data and Controls: We provide fleet operators with enhanced data and controls through our proprietary closed-loop fueling network, capturing Level III data, deploying custom controls, and establishing the economics between fleets and merchants. This helps in controlling spend, limiting fraud, and optimizing fleet operations. - EV Solutions: We are industry leaders in the ICE-to-EV conversion space, strengthening our EV solutions through in-house development and strategic acquisitions like Sawatch Labs, which offers best-in-class EV analytics, fleet optimization software, and emissions reporting to Sourcewell members as part of the WEX contract.. - Integrated Mobility Management: Our program integrates EV and ICE services into one fuel-agnostic program, providing superior acceptance, card functionality, and reporting. This includes acceptance at over 146,000 U.S. charging locations and 95% of U.S. retail fuel sites, Level III data capture on 99.8% of transactions, and robust reporting tools. - Proprietary Closed-Loop Fuel Network: Our network covers approximately 95% of retail fuel sites across the U.S., providing broad acceptance and a significant barrier to entry for competitors. This network allows us to offer higher levels of fleet-specific information and control than open-loop networks. - Level III Data Capture: We provide additional visibility into fleet-specific information, with detailed transaction data on 99.8% of transactions, aiding in fraud monitoring and reduction efforts. - Differentiated Products and Services: We offer security and purchase controls, customized analysis, and reporting on fleet efficiency and purchasing behavior, available through traditional reporting services and sophisticated web-based tools. - Experienced Management Team: Our management team has substantial industry knowledge and a proven track record of financial success, driving customer success through strong growth and consistent operating performance. - Relationship Building: Our customers cite their interactions with our team members, from Customer Service and Relationship Managers to other account support specialists, as a differentiating factor between WEX and our competitors.	*
46	Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.	DATA ANALYTICS - CLEARVIEW Clearview – our cloud-based data analytics platform – organizes and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative dashboards, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities. The Exceptions Dashboard quickly identifies and analyzes transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions related to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing managers to focus on the most impactful areas. For large fleets, this is especially helpful. The Volume & Spend Summary Dashboard tracks activity and expense on the WEX Card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily dissected based on filter and grouping options. The Outlier Scatterplot visibly identifies anomalies in the card program. For example, WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within WEX Analytics. Filter and Group by Capabilities: WEX Analytics offers robust smart search filters and grouping options that allow users to easily distill information and quickly get the answers they need. These filters offer multi-selection capability within a single filter's drop-down list. For example, in the product-grade filter, select both mid-grade and premium to get a complete view of your "non-regular" fuel spend. Product Code Cleansing Algorithm: WEX's data scientists solved a long-standing, industry-wide issue by developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants.	

DATA ANALYTICS AND REPORTING - WEXONLINE

WEXOnline's reporting suite reduces the administrative time involved with managing expenses. We require all WEX-accepting merchants to capture detailed Level III transaction data, which supports our nine levels of hierarchy and provides the foundation for our superior reporting tools. WEX stores 24 rolling months of reference data, and provides older data upon service request. For qualifying Sourcewell customers, our Premium Fleet Services Account Managers have advanced query tools to assist with reporting needs not covered in our standard reporting suite.

The major report types we offer are:

Standard Reports: downloadable purchasing activity and financial summary reports such as Purchase Activity, Site Summary, Financial Summary, and Tax Summary reports.

Ad Hoc Reports: "snapshot in time" data of user-defined criteria, allowing managers to analyze transaction level detail, summaries, and purchase exceptions to identify inefficiencies. All reports contain standard Level III data and any unique appended accounting codes.

Custom Reports: gain deeper insight into authorizations, transactions, cards, drivers, and vehicles. Managers can incorporate standard data, as well as defined organizational accounting code information. The intuitive wizard-based process facilitates the creation of real-time or scheduled reports. Managers select the hierarchy level, and the report automatically includes all sub-levels while displaying the relationship to all upper level accounts (based on access level).

WEXOnline features the following reporting categories:

Management Reports: provide managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. Example reports include:

- Major Fleet Activity Report: Provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG; helps fleets identify potential savings/merchants with lower PPG.

- Account Review: A rolling 13-month review of data consisting of: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel, maintenance); allows fleets to identify savings opportunity (such as excessive premium fuel use).

- Opportunity Report: Outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at zip code level vs. WEX's entire portfolio; provides insight into where drivers are fueling, and ways to save by fueling at lower cost stations near their routes.

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Benchmarking Reports: help fleets understand how their purchasing behavior compares to others and provides insight into the types of merchants being used. For example, our minority and woman-owned business report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites; the WEXIndex provides the price per gallon of certain fuel types in a given month, and is useful to understand industry pricing trends.

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Profile Reports: provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Example reports include:

- Account Report: Itemizes accounts within a fleet's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts; helps fleet managers ensure their accounts are set up as desired.

- Card, Vehicle, or Driver profiles: Provides a broad view of cards, vehicles, or drivers across multiple or single accounts, allowing fleets to monitor and review data based on a comprehensive view of a few specific card details.

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Exception Reports: are an excellent way to save time while ensuring those in the field follow fleet policies. Exception Reports, when paired with card controls, help fleets effectively

manage their program by identifying potential fraud or abuse. Example reports include:

- Ad hoc exceptions: A simple, on-demand, ad hoc exception reporting tool providing insight into posted transaction details for a variety of exceptions, including: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.

- Flexible exceptions: A comprehensive set of exception parameters for posted transactions; any transactions that meet the set threshold are captured for review. Additionally, optional once-daily email notifications inform you that an exception occurred; effective in identifying possible fraud or abuse.

- Real-Time Alerts: Enables near real-time email alerts when a transaction falls outside of set parameters; also available for review in an online report; very effective in identifying possible fraud or abuse as a transaction occurs.

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Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help fleets drill down to the data they need. Example reports include:

- Ad hoc transaction details: A simple, on-demand, ad hoc reporting tool that provides up to 24 months of posted transaction details for a specified time frame; especially useful in viewing transactions associated with a particular billing cycle, or for quick investigations. It has both filtering and sorting capabilities. *

- Ad hoc transaction summary: A simple, on-demand, ad hoc reporting tool that summarizes up to 24 months of posted transaction details for a specified time frame; especially useful in summarizing information by account, card, or brand, with a granular capacity to examine transaction details for more specific information

- Transaction management: A comprehensive, highly customizable, transaction-level report that allows fleets to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields individual fleets care about.

- Authorization activity: A direct view of authorization activity, posted in real-time in our system, helps inform decisions and perform analysis to help manage/enforce driver purchasing policies; also an excellent driver assistance tool for those who may have encountered a “decline,” but are unsure why.

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Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Example reports include:

- Purchase activity report: Our standard billing cycle report accompanying each invoice, with a roll-up by card or department, is available online as a PDF.

- Financial summary report: Financial roll-up of spend by account, fuel, and non-fuel.

- Site summary report: Roll-up of purchase behavior by brand, with totals.

- Tax Exempt Summary (tax-exempt fleets only): Roll-up of exempted and reported transactions by jurisdiction and fuel type.

- View details: Our standard transaction detail report, available online and with each invoice; downloadable into Excel or CSV as needed, providing easy transaction reconciliation with their invoice, and the ability to download for additional filtering or archiving.

- WEXLink is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file, includes extensive detail for both fueling and service transactions, enables fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. This file can be merged with your existing information management system, making it easy to track costs.

INTEGRATED TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

DATA FILE TRANSFER

WEXLink is an electronic file that provides youR customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.

PRIVATE SITE

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting.

Once installed, card readers are required to retain reportable information so your customers don't have to.

Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet's usage reporting.

FLEET TECHNOLOGY INTEGRATIONS

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as "valid" or "fraudulent").

		We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	WEX is a publicly traded corporation (NYSE: WEX). Nevertheless, at WEX we strive to achieve a fully inclusive workplace that unifies and celebrates the diversity of our people. To fully realize our potential as a company, we must embrace our differences in culture, identity, and background. Committed to celebrating our differences and encouraging our people to be their most authentic selves, we acknowledge that building a sustainable company requires an intentional and continual focus on diversity and inclusion in everything we do. Employee Resource Groups (ERGs) are part of WEX's commitment to diversity and inclusion and part of our company's long term strategy for creating an inclusive community. Because of the size and dispersed nature of WEX, we strive to balance corporate-led diversity direction with "grassroots" employee-led initiatives such as ERGs. WEX's ERGs are not WEX associations; rather they are independent, employee-driven groups sponsored by WEX. The ERGs serve as touch points for communities across WEX with shared interests, cultures, identities, and backgrounds. Part of WEX's commitment to diversity and inclusion centers around the development of innovative hiring strategies that work to support and increase access to underrepresented candidates. WEX also has a fully approved and communicated Vendor Inclusion & Diversity Policy, and is committed to building a global vendor inclusion program that makes diversity and equality an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. Please see our attached WEX-2023-Sustainability-Report, pp. 18-28, which highlights our efforts in this area.	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see question 47, above.	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see question 47, above.	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see question 47, above.	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see question 47, above.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see question 47, above.	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see question 47, above.	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see question 47, above.	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see question 47, above.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	WEX will continue to offer Sourcewell members Net-26 day payment terms and will comply with any act or law governing payments timing upon review of such act or law. WEX offers the following payment options: Paper Check: You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment: You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH: WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT: The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment: If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply).	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached Standard Transaction Documents zip folder.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we do not accept the P-card procurement and payment process.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX Offers rebates to Sourcewell members for retail purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail prices for fuel, service, and in-store purchases at participating gas stations and service locations.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	WEX offers a flat percentage off retail purchases as well as early payment options. Please see the attached pricing documentation for the fleet card and ancillary products.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	N/A	*

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing document for the fleet card and ancillary products.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing document for the fleet card and ancillary products.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	WEX utilizes a number of different tools and processes to perform internal audits on its accounts. WEX implements additional layers of oversight and audit activities for operational processes to ensure alignment between contract documents and system configurations. Additionally, various compliance reviews and audits are performed each year as required by regulations, this includes but is not limited to WEX Banks bank compliance reviews. WEX manages a control environment that is consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, HITRUST and NIST. WEXs information security program prioritizes ensuring the confidentiality, integrity, and availability of WEXs information assets. A critical component to meeting these objectives is managing controls to safeguard WEXs information assets against any unauthorized use, access, or disclosure. Additionally, WEXs information security program provides robust access controls, security monitoring controls, regular penetration testing and vulnerability scanning, strong physical and environmental controls, and security awareness training. Furthermore, WEX information security program helps manage the risks related to the use of any external service providers or related third parties while ensuring that WEX maintains business resiliency in the event of a disaster scenario or security incident. WEXs security policies and procedures are reviewed and updated annually. WEX obtains SSAE18 SOC 1 and PCI-DSS certification for our Millennium platform, and are subject to regular reviews via Internal Audit, External Audit, FDIC Examiners, and various third parties. Recently, Revenue Management has begun implementing an additional layer of oversight and audit activities for operational processes—specifically related to non standard/negotiated fee schedules and terms—to ensure alignment between contracting documents and system configurations.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Examples of tracked internal metrics include year-over-year gallon, non-fuel, and total spend. We track these metrics across the entire portfolio.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	WEX issues a quarterly revenue share, in accordance with the Revenue Share Table below, based on all Sourcewell members' monthly retail transactions and the tier established in the table below: $0 - $50,000,000 quarterly spend: 10 basis points (0.10%) $50,000,001 - $75,000,000 quarterly spend: 12 basis points (0.12%) $75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing documents for additional information	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Each contract we hold is individually priced, based on a number of variables including: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
72	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	THE WEX CARD PROGRAM As described throughout our response, the WEX Card Program offers best-in-class fleet card functionality, reporting, customer service, and ancillary services (e.g., a comprehensive EV program, Telematics, Vehicle Maintenance, etc.). Fleet administrators can manage the entire card program with WEXOnline, our web-based, mobile-responsive management and administration platform. For example, perform account maintenance activities, research real-time authorization and transaction information, monitor exception reporting, retrieve invoicing and transactional back up information, as well as review real-time alerts. You can also manage drivers, vehicles, edit card purchase controls, and order/add/suspend cards as-needed. Managers may assign access to as many WEXOnline users as necessary. Approved users can perform various functions depending on the level of access provisioned. WEXOnline comes with pre-defined roles, or managers can create custom user roles to meet unique program requirements. Responsibility is shared without giving broader permissions that could be abused, and administrators retain ultimate control over access privileges. Whether it's one or 100, approved users can perform various functions depending upon the level of access provisioned. Required Level III data capture from all of our accepting merchants across WEX's proprietary, closed loop network supports our detailed reporting, analytics, and superior card / purchase controls. The WEX Card Program helps public sector fleets of all sizes create operational efficiencies. Our customers also receive best-in-class security. We require dual prompt transaction authorization in which drivers must enter both their PromptID (Driver ID or Vehicle ID, depending on set up) and odometer reading. WEX's program also surpasses typical credit card offerings by controlling the product type being purchased. For instance, you can control by product class, which are groupings of like products separated by type: Fuel; Oil & Fluids; Parts & Service; Quick Lube; Roadside Assistance; General Merchandise. Purchase Controls enable or disable access to specific product classes within WEX's closed-loop network of fuel and service merchants. Managers can then set spending limits at the transaction level, such as: dollar limits and timeframe of purchase. WEX's purchase controls offer managers the flexibility to limit transactions within WEX's network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, but disallow general merchandise. A typical credit card would be open to all gas stations and any merchandise that is available in this retail channel, potentially allowing a driver to purchase electronics or snack food, and exposing the customer to unauthorized expenses and program abuse. WEXPAY WEXPay is a tool that enables out-of-network purchases at additional merchants in

the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

WEX PAYABLES

The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network.

WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.

WEX EV

Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide.

WEX EV En Route: Recharge drained EV batteries quickly during the workday
Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators (CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline

- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency. *

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets, integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

WEX MOBILE APPLICATIONS

DriverDash: With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure

transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect: WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace.

VEHICLE MAINTENANCE AND REPAIR

WEX offers several maintenance purchasing solutions to support customer needs. Currently, the WEX Card is accepted at over 45,000 maintenance locations, including Jiffy Lube, Valvoline, and Bridgestone/Firestone, and can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products.

In addition to the card-based product described above, we are beta testing a cardless auto repair option that saves time, operational headaches, and money. This auto repair product offers digital order approval (eliminating phone calls between managers and repair shops). Approvals are per-repair-order-per-vehicle. This means a streamlined approval and payment process that keeps you in control by eliminating

		plastic cards while reducing operational costs, allowing for auto repair discounts, and ensuring quick, efficient turn-around time. One of our largest customers is piloting this program and saving hours of operational labor and thousands of dollars. PRIVATE SITE INTEGRATION AND REPORTING Our private site program allows Sourcewell customers to activate their privately owned onsite bulk fuel tanks using the WEX Fleet Card, which allows for increased security and asset-level fuel usage reporting on bulk fuel. WEX captures Prompt ID and odometer information, authorizes the card swipe, and provides integrated reporting of Private Site transactions with the customer's retail transactions while excluding onsite fuel transactions from the customer's invoice. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting. Once installed, card readers are required to retain reportable information so your agency customers don't have to. Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet's usage reporting.	
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A.	*
74	Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered.	In 2025 WEX is investing in additional fraud detection tools including case management and alerting systems, and implementing AI fraud detection in our call centers. One of the most significant advantages the WEX proprietary closed-loop card program offers over an open-loop solution is our custom-built network. The WEX Card can only be used at accepting fuel, charging, and maintenance locations, and transactions authorize only after the driver enters a valid Prompt ID and odometer at the time of purchase.This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud. Our Fraud Department also provides recommendations to help reduce fraudulent activity, and proactively works with partners, customers, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or reoccurring. WEX's Fraud Department performs three primary functions in an effort to proactively identify and mitigate fraud on our customer accounts: - Transaction monitoring. - Identify potentially abusive or fraudulent behavior. - Notify customers when such behavior occurs. Our improved fraud notification process allows Sourcewell customers to quickly and easily identify a suspicious transaction as valid or fraudulent. WEX's fraud team sends up to three emails to the customer's fraud team, or named manager, requesting their response. They simply click the link, which takes them to a landing page listing the transaction(s) in question. From there, simply select "Valid" or "Fraudulent." WEX's Fraud Monitoring System WEX utilizes an advanced 24/7, real-time fraud mitigation system based on Machine Learning technology. The system's artificial-intelligence-based software identifies risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" are declined, while all other transactions pass through. The system continuously "learns" as it aggregates transactions, detecting trends at a portfolio, customer, channel, product, card, and transaction level. The logic within the system is highly adaptable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through	*

		its logic engine. The system has multiple levels of detection which can actually prevent a transaction from being authorized or can flag a transaction for review by the fraud team depending upon scoring logic. The system model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis. Lost or Stolen Cards Lost or stolen WEX Cards should be reported immediately to our Customer Service Department by calling the toll-free number, anytime 24x7x365. Customers can also report loss, theft, or unauthorized use of any card or account through WEXOnline. Once a card has been reported lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Subject to any limitations imposed by applicable law, the customer is liable for all unauthorized use of a card until WEX receives proper notification of loss, theft, or unauthorized use. Partnership Partnership with our customers is critical. Beyond the solutions described above, we enable our customers to monitor and control their expenditures. Through WEXOnline, managers can set predetermined limits on spending amount, purchase frequency, product and service type, and the days and hours during which purchases can be made, while also performing real-time account modifications (e.g., predetermined limits, editing Prompt IDs in response to changes or to prevent theft). They also opt into Real Time Alerts when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases. This, in tandem with careful review of all reports (including transaction and exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses.
75	Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services.	PHYSICAL CARDS WEX Fleet Card: A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provide a layer of protection against fraudulent activity. RFID: WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. WEX Fleet Plus: Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. Aviation: WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD - a complete purchasing solution for fuel and related aviation services - is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airports. An AVCARD account integrates with the customer's existing WEX account, so you only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at

7,500 locations in more than 190 countries. With an AVCARD account, customers automatically participate in their Contract Fuel Program, which facilitates savings on jet fuel virtually everywhere in the world. Additionally, AVCARD's online interface allows customers to:

-View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.).

-Prearrange fuel and services.

-Log in to obtain contract fuel pricing.

-Request a firm Price Quote by email.

-Report a lost or stolen card online or use the toll-free number during business hours.

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge.

Marina: Customers can purchase gasoline and diesel fuel at marine fueling locations through a combination of:

-Direct acceptance of the WEX Card at marinas with branded oil locations through electronic point of sale systems

-At any of the more than 9,500 marina locations that accept a Mastercard worldwide. The WEX Card and WEXPay would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

DRIVERDASH MOBILE APP

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting.

WEXPAY

WEXPay is a tool that enables out-of-network purchases at additional merchants in the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, this tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

		WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
76	Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks.	WEX is an e-Mobility Service Provider (EMSP) capable of facilitating EV charging sessions and payments directly from a fleet's existing WEX account. This allows WEX to issue one card that WEX directly integrates with our EV acceptance network partners, preventing a fleet from having to have multiple accounts with various networks, manage card-on-file payments, and download and manage multiple apps. All of the data flows back through a fleet's WEX account, like any other payment, allowing the fleets to have one place to manage all driver payments for consolidated reporting and one invoice on the fleet's existing line of credit with WEX. RFID WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports. Transactions initiated with an RFID do not currently go through our authorization process. This is because: - Chargepoint operators/networks currently work on a whitelist process for access, granting permission to charge when an RFID is used to initiate a transition - Most charging stations are not capable of prompting or input from drivers, so the transaction data and controls applicable to physical forms of payment (like RFID) are limited DRIVER DASH DriverDash, a digital wallet version of the WEX Card accepted at all 146,000 public charging stations in the WEX network, is the most secure, data-rich EV transaction platform currently available.The app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data. Drivers authorize transactions from within their vehicle, and use the app to simplify transactions, reduce the need for physical cards that may be misplaced, and enhance security by mitigating issues like skimming and inaccurate odometer readings. DriverDash also supports Digital Instant Issuance functionality. Once the account is set up, WEX can replace physical cards lost, stolen, or damaged with a digital card within an hour. DriverDash also features route-planning functionality, allowing drivers to plan routes while factoring in variables like battery level, added weight, climate control usage, and more.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Examples	Offered *	Comments	
77	Payment solutions for:	Fuel, oil, fluids for vehicles, aircraft, watercraft	◉ Yes ○ No	Please see Table 7A, which describes our product categories (fuel, oil, fluids, etc.). Table 7A also describes our AVCARD (aircraft) and Marina payment options.	*

78		Electric vehicle charging and station fees	◉ Yes ○ No	Please see Tables 5A and 7A which describe WEX's comprehensive En-Route, At-Home, Depot, and EV analytics offerings.	*
79		Vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services	◉ Yes ○ No	Please see Table 7A, which describes our AVCARD (aircraft) and Marina payment options.	*
80	Complementary offering of services, including, but not limited to:	Card issuance, replacement and account customization	◉ Yes ○ No	The standard WEX Card contains both a traditional magnetic strip, and an embedded microchip which increases data security by encrypting information while reducing potential for white plastic or card-card counterfeiting. Account and card information are read at the point of sale, and validated in our systems with Level III data obtained during the transaction. The standard card expiration term is five years (60 months) for chip cards due to their thicker, sturdier plastic. WEX begins the card renewal process 45 days prior to expiration to ensure that drivers are never without an active card. Numbering and Customization Our customization capabilities include two lines for identification: The first line usually designates the account, while the second line identifies the associated equipment or driver. Each line accommodates up to 32 characters. The account number, card number, and expiration date are displayed on the front of the card, and the card's number, expiration date, and prompt are embedded in the card's technology. Card Delivery and Replacement WEX processes requests for new or replacement cards (due to loss, damage, theft, etc.) within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for standard shipping, or FedEx for expedited orders). For expedited shipping, you may use your own shipping account, or be charged a fee. Card Assignment and	*

				Transaction Authorization A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or you may assign them. This four (4) or six (6) digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred). For example, for driver-assigned cards, the driver would enter a Prompt ID associated with the vehicle; conversely, vehicle-assigned cards typically associate the Prompt ID with the driver. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provides a layer of protection against fraudulent activity.	
81		Transaction processing and payment settlement, transaction statement and reporting	◉ Yes ○ No	Please see Table 6A which describes our payment options. Please see Table 5A which details our transaction statement, reporting, and analytics.	*
82		Fleet data analytics, integrated telematics	◉ Yes ○ No	Please see Table 5A, which describes our analytics, reporting, and telematics solutions.	*
83		Private-site fuel location payment or data services	◉ Yes ○ No	Please see Tables 5A and 5B, which describe our private-site fuel payment and data services	*
84		Digital and mobile applications	◉ Yes ○ No	Please see Tables 5A and 7A which describe our WEXConnect (fuel finding), and DriverDash (digital wallet) mobile applications.	*

85		Training and technical and customer support	◉ Yes ○ No	Please see Table 3, which describes our Account Management, Technical, and Customer Support. Please see Table 5A, which describes our training program.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	◉ Yes ○ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - WEX Sourcewell Pricing Documents.zip - Monday March 03, 2025 15:18:02
- Financial Strength and Stability - WEX-Annual-Report-2023.pdf - Friday January 17, 2025 08:05:42
- Marketing Plan/Samples - WEX_Public Sector Marketing Example.pdf - Thursday February 20, 2025 11:31:22
- WMBE/MBE/SBE or Related Certificates - WEX Vendor Inclusion and Diversity Program Overview.pdf - Thursday February 20, 2025 12:00:22
- Standard Transaction Document Samples - WEX Sourcewell Standard Transaction Documents.zip - Monday March 03, 2025 16:13:05
- Requested Exceptions - WEX Sourcewell Exceptions and Account and Services Agreement.zip - Monday March 03, 2025 15:18:23
- Upload Additional Document - WEX-2023-Sustainability-Report.pdf - Tuesday February 25, 2025 15:20:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Price, President & CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_030625_Fleet_Payment_Solutions Wed February 26 2025 02:54 PM	☑	2
Addendum_3_RFP_030625_Fleet_Payment_Solutions Tue February 25 2025 01:01 PM	☑	2
Addendum_2_RFP_030625_Fleet_Payment_Solutions Fri February 21 2025 02:16 PM	☑	1
Addendum_1_RFP_030625_Fleet_Payment_Solutions Thu January 16 2025 03:40 PM	☑	2

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RFP #030625
REQUEST FOR PROPOSALS
for
Fleet Payment Solutions with Related Services

Proposal Due Date: March 6, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Payment Solutions with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 6, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	January 16, 2025
Pre-proposal Conference:	February 12, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	February 26, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**March 6, 2025, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	March 6, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

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I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

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limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

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C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and master agreement award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

    a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

    b. Payment solutions for electric vehicle charging, station fees; and,

    c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above, Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

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3. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

a. Fleet Management Services (RFP #030122);
b. Fleet Electrification Transition Planning, Management, and Related Services (RFP #051123);
c. Garage and Fleet Services (RFP #031224);
d. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);
e. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);
f. Fleet Management and Related Technology Solutions (RFP #102924); and,
g. Electric Vehicle Supply Equipment and Related Services (RFP #021825).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

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1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 500 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each

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such proposal must be prepared independently and without cooperation, collaboration, or collusion.

3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to

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the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the master agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

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V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

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1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.

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4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

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B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

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D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

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WEX Account and Services Agreement and Participating Addendum Under Sourcewell Master Contract No. 030625

This WEX ACCOUNT AND SERVICES AGREEMENT and PARTICIPATING ADDENDUM UNDER SOURCEWELL MASTER CONTRACT No. 030625, together with the related credit application, schedules, and amendments (collectively, the "Agreement") govern the establishment and use of one or more accounts and associated cards and services provided by WEX Bank, a Utah industrial bank ("Issuer"), to the business that has been approved by Issuer to receive such account(s) and services ("Customer"). Issuer and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

GENERAL TERMS

1. Use of Account.

1.1 Subject to the terms and conditions of the Agreement and Issuer's approval of Customer, Issuer agrees to provide one or more Accounts and associated Cards for Customer's use. Issuer will process Transactions on the WEX Network or on a Third Party Network as specified in the applicable Schedule. Customer and Account Users designated by Customer may only use the Account in accordance with this Agreement. Any Affiliate of Customer may participate under this Agreement if such Affiliate **(a)** agrees to the terms of this Agreement by executing an Affiliate Agreement Form as provided by Issuer, and **(b)** is approved by Issuer in its sole discretion.

1.2 Customer agrees that the Account and associated Card(s) may only be used for business purposes, and not for any personal, family, or household purposes, or for any purchase of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges, all of which are prohibited. Customer shall maintain and comply, and shall ensure that Account Users comply, with its policies and controls to ensure strict compliance with the foregoing.

1.3 In connection with Customer's use of the Account, Issuer will provide access to Issuer's online account management system, websites, mobile applications, or other electronic online products, as applicable (each and collectively, the "Online Portal"), for Customer and its Account Users to manage the Account and Cards, view Transactions, and run reports. The Online Portal may only be used in connection with Customer's use of the Account and subject to the policies and terms of use posted therein, the terms of this Agreement, and any additional terms and conditions otherwise provided or made available to Customer by Issuer. Access to and use of the Online Portal by Customer and designated Account Users shall also be in accordance with, and subject to, Issuer's security protocols and policies including, without limitation, third-party user agreements and terms and conditions. Customer shall not, and shall ensure Account Users do not, tamper with, compromise, or attempt to circumvent any physical, technical, or administrative controls or security measures or otherwise compromise the security of the Online Portal.

2. Account Users.

2.1. Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and IDNs; **(b)** provide all Account User information and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered by Issuer or any of its Affiliates. Customer remains liable for any Unauthorized Use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with actual, implied or apparent authority to act on Customer's behalf, and unless Customer reports any errors in the provided information, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any misuse of Cards or Accounts.

2.2. Customer will provide prompt notice of any change or removal of any contact or Account User or any revocation of any Account User's authority, either in writing, by telephoning Issuer's customer service department, or through the Online Portal. Customer shall remain liable for all Transactions and Unauthorized Use until such notice is received by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed by Issuer.

2.3. Customer agrees to keep IDNs confidential and ensure that its personnel and Account Users do not disclose any IDN. Customer is liable for any Unauthorized Use that results if Account User or other personnel discloses an IDN or writes an IDN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer may in its sole discretion extend credit and establish Accounts. Issuer may, at any time, investigate the financial condition of Customer or as applicable, its Affiliates. If Customer is not a publicly traded Customer, at the request of Issuer, Customer shall promptly furnish Issuer with copies of its most recent financial statements acceptable to Issuer that were prepared no later than one hundred twenty (120) days following the end of its fiscal year. Customer shall provide financial statements prepared in accordance with generally accepted accounting principles consistently applied and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer.

3.2 Issuer will inform Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. If Customer exceeds its Credit Limit, at Issuer's request, Customer shall immediately pay the amount over the Credit Limit and any associated fees as set forth in the applicable Schedule or the entire balance due on the Account.

3.3 Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, and specifically in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance

(including Transactions authorized but not yet posted) exceed the Credit Limit.

4. Card Controls.

4.1 Customer may request via the Online Portal that Card Controls be applied to the Account. The availability and effectiveness of Card Controls are dependent upon each merchant's adoption of WEX Inc.'s ("WEX") Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. Card Controls for Cards processing Transactions on a Third Party Network may also be dependent on information provided by the Third Party Network provider, such as their categorization of the merchant. In addition, some Card Controls are not enforceable at point-of-sale terminals due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Card Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Card Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Card Controls on its portfolio of accounts. Issuer will use reasonable efforts to inform Customer after any modification to a Card Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer's specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Card Control parameters.

4.3 Default Card Control values are modified through the Online Portal. More detailed information and certain limitations regarding Card Controls are provided online. Only Transactions submitted for authorization are subject to Card Controls and those Card Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Card Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Card Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Card Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Card Control settings selected by Customer or the effectiveness of such controls.

5. Billing and Payments.

5.1 Issuer will provide or make available to Customer Transaction data or a billing statement, as applicable, for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date, as specified on the billing statement. Customer is encouraged to receive billing statements electronically and make payments electronically to ensure that each payment posts by the applicable Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.5 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

5.6 Customer may be offered discounts and/or rebates from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all product types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Customer's Account in good standing, will apply and be provided to Customer when such offers are made.

6. Additional Products and Features

6.1 Reports. Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. Customer is responsible for reconciling that data. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

6.2 Modifications. Issuer will deliver to Customer enhancements, updates or upgrades to the Cards, Accounts, and Card Controls that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Customer requests additional modifications, including to the online application, and Issuer makes a reasonable business determination that the requested modifications or technical support entail specialized modifications or services different from the kind or amount provided to other similarly situated customers (including, but not limited to, custom software or operational development work or assistance to enable interfacing with a non-supported, unusual, or proprietary system), Issuer will inform Customer if the requested modification may be available as a service from an Affiliate of Issuer, subject to additional fees and other applicable terms as set forth in a separate statement of work as agreed between such Affiliate and Customer. Issuer, in its sole discretion, may decline to make any modifications, including if such modifications will impact other customers of Issuer. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement, or provided in connection with the Account in which Customer or an

Account User has enrolled, upon thirty (30) days' prior written notice to Customer, and without such notice due to changes in law or if required by regulatory authorities.

7. Late Fees.

7.1 If Customer fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply as set forth in the applicable Schedule. Customer will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement.

7.2 Issuer will not charge a Late Fee if the unpaid portion of the invoice as of the Due Date is $10 or less.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay any additional fees and applicable sales taxes in the amounts and as described in the applicable Schedule.

9. Disputed Amounts.

9.1 In General. Customer shall use its best efforts (but in no event less than commercially reasonable efforts) to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, Customer may dispute a Transaction if: **(a)** the amount does not reflect the face value of the Transaction (*e.g.*, based on the amount charged by the merchant or reflected in a receipt from the merchant); **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for the amount, as further described in the applicable Schedule.

9.2 WEX Network. Transactions on the WEX Network must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. All billed charges must be paid in full regardless of reported disputes. Upon receipt of a dispute, including any supporting documentation required by Issuer, Issuer will use reasonable efforts to investigate the dispute. In the event that Issuer determines the dispute is due to an error by Issuer, Issuer will, as Customer's sole and exclusive remedy, correct applicable data or reports, including invoices, if any. If the dispute is related to an act or omission of a merchant, the Transaction may qualify for chargeback to such merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with such merchant. Any chargeback paid by the merchant to Issuer will be credited to the applicable Account. Customer may be liable for the Transaction if the disputed item is not due to an error by Issuer and cannot be charged back to the merchant.

9.3 Third Party Network. If a Transaction is processed on a Third Party Network, such Third Party Network rules shall govern the dispute process, including in the event a longer dispute window is permitted or required. Upon receipt of a dispute, including any required supporting documentation, Issuer will submit the dispute to the Third Party Network provider in accordance with the Third Party Network rules. Customer agrees to pay any costs assessed by the Third Party Network provider in connection with chargebacks (whether successful or not), if applicable. Any chargeback paid by the merchant to Issuer will be credited to the relevant Account. Customer is liable for the Transaction if the Transaction cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use: **(a)** that occurs if a Card or Account is lost, stolen or is otherwise compromised; or **(b)** that occurs before Customer provides Issuer with immediate notice as required in this Agreement or by applicable law or card association rules that a Card is lost or stolen or other possible Unauthorized Use of an Account; or **(c)** Issuer determines that such Unauthorized Use could have been prevented by Customer if it had maintained and followed reasonable security precautions and controls surrounding the Cards or Accounts. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card. Notwithstanding the foregoing, if a Transaction is processed on a Third Party Network, then in the event the rules applicable to the Third Party Network mandate greater protection for Customer, the applicable Third Party Network rules will prevail.

10.2 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will report to Issuer immediately via the Online Portal or by calling the customer service number set forth on their Cards or as specified in the applicable Schedule. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.3 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

10.4 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars ($50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

11. Representations and Warranties by Customer.

Customer represents and warrants to Issuer that: **(a)** the person signing this Agreement on behalf of Customer has the requisite power and authority to contractually bind Customer under this Agreement; **(b)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(c)** Customer's execution and performance of this Agreement **(i)**

does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty of Customer arising at law or in equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** has been duly authorized by all necessary organizational action of Customer.

12. Other Obligations of Customer.

12.1 Customer shall provide information and documentation requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users

12.2 For Issuer's compliance with banking and credit underwriting standards, Customer shall provide written notice to Issuer: **(a)** in advance of any change to its legal name or in the ownership of Customer; **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets; **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings; or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

13. Amendment.

Customer agrees that Issuer may change any part of this Agreement, including without limitation the rates, charges, fees and other terms of this Agreement, and that Issuer may introduce new rates, charges, fees and other terms of this Agreement to the fullest extent permitted under applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted under applicable law. Issuer will provide at least thirty (30) days' prior written notice to Customer before making any such changes.

14. Term and Termination.

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of five (5) years (the "Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. Thereafter, the term of the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.

14.2 Issuer may terminate this Agreement during the Term for any reason. Issuer will provide notice of termination if required by applicable law, provided that Issuer may terminate Inactive Accounts without notice. Termination of all Accounts will automatically terminate this Agreement. Customer may terminate the Agreement after the Initial Term upon ninety (90) days' prior notice to Issuer, either in writing or by calling the number on the back of Customer's Cards. Issuer's right to terminate this Agreement pursuant to this Section 14 is in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15 (Default by Customer).

14.3 Termination Fee. In the event of the termination of this Agreement **(a)** by Issuer for cause, or **(b)** by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made from Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Agreement is terminated as set forth in (a) or (b) above. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Termination Fee") as set forth in the applicable Schedule to this Agreement. The Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.

14.4 Obligations Upon Termination. In the event the Agreement is terminated by Customer, any rebates payable to Customer by Issuer or WEX, as the case may be, shall immediately terminate and the standard fees set forth in this Agreement (i.e., without any rebate or discount) shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.5 Survival. Notwithstanding the termination of the Agreement as set forth herein, the terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full (including all amounts owing on an Account and charged under this Agreement) and Customer has performed all of its obligations under this Agreement. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement in order to give them full force and effect will survive the termination or expiration of this Agreement, including the Parties' confidentiality obligations.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its

obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its Affiliates; or **(h)** any event described in this Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law or in equity. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the Billing Cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay any applicable Reactivation Fee set forth in this Agreement.

16. Foreign Transactions.

16.1 Accounts and Cards are issued for use by Customer's United States based operations. Customer may not distribute a Card to a Person based outside of the United States. If Transactions are made in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as set forth in the applicable Schedule.

16.2 Any Transaction made in a foreign currency shall be converted into U.S. Dollars before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

17.1 Issuer and its Affiliates are not liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.2 Issuer and its Affiliates are not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any Card Control, fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waiver of Jury Trial.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by overnight courier or U.S. certified mail to the last known address in Issuer's records.

19. Dispute Resolution.

19.1 In accordance with the procedures outlined in this Section 19 (Dispute Resolution), any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any applicable law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement ("Dispute") will be resolved expeditiously, amicably, and at the level within each Party's organization most knowledgeable about the Dispute. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement. No Dispute may be pursued as part of a class action or other representative action; disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Dispute on a class or representative basis and may award relief only on an individual basis. Disputes of two (2) or more Persons may not be combined in the same arbitration.

19.2 General. The complaining Party's representative will notify the other Party's representative in writing of a Dispute, and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) Business Days after the delivery of the complaining Party's written notice, senior representatives of each Party will confer in an effort to resolve the Dispute. If the Parties do not reach a resolution of the Dispute, it will be resolved by binding arbitration in accordance with the terms of this Section 19 (Dispute Resolution), except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by any other Party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

19.3 Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("**AAA**") and conducted in accordance with the AAA

Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms in this Agreement will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs this Agreement, or as selected by the administrator if no agreement can be reached ("**Arbitration Location**"). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitations applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

19.4 No Waiver; Provisional Remedies. The Parties agree that pursuing arbitration of a Dispute will not limit a Party's right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this section.

19.5 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive applicable law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (a) will resolve all Disputes in accordance with the substantive Governing Law as set forth in Section 23.3 (Governing Law); (b) may grant any remedy or relief that a court of the Governing Law jurisdiction could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the Governing Law jurisdiction. Any Dispute in which the initial amount in controversy is One Million Dollars ($1,000,000), or its equivalent, or less may be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds One Million Dollars ($1,000,000), or its equivalent, will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

19.6 To the maximum extent practicable, the arbitrators and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other Party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by Applicable Law, or to the extent necessary to exercise judicial review rights as set forth herein.

19.7 In all Disputes, the substantially prevailing Party is entitled to recover its reasonable legal counsel fees, and other legal expenses from the other Party.

20. Confidentiality.

All information furnished by or on behalf or either Party or any Affiliate of Issuer in connection with this Agreement will be kept confidential, using the same degree of care it uses to safeguard its own confidential information (but in no event less than commercially reasonable care), and will be used by the other Party only in connection with this Agreement or as otherwise expressly set forth herein, except to the extent that the information: **(a)** was in the possession of the receiving Party without restriction on disclosure at the time of the disclosure ; **(b)** was provided to the receiving Party by a third party who was not under a restriction on disclosure with respect to such information; **(c)** is or has become publicly available other than through an act or omission of the receiving Party in breach of this Agreement or other restriction on disclosure; **(d)** was independently developed by the receiving Party without reference to the disclosing Party's confidential information or **(e)** is required by law to be disclosed, provided that notice of the disclosure has been given (unless such notice is legally prohibited) to the disclosing Party by the receiving Party, which notice, to the extent practicable, shall be given sufficiently in advance of the proposed disclosure to permit the disclosing Party to contest the validity or scope of the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its Affiliates or third-party servicers in connection with the operation and maintenance of Account or Cards, and Customer expressly agrees to these disclosures and use of information, provided that such Affiliates and third-party servicers agree to maintain the information in confidence. If Customer requests Issuer to provide Customer's information to any of Customer's third-party service providers in connection to Customer's use of Account or Card, Customer will defend, indemnify and hold harmless Issuer and its Affiliates, and their respective employees, officers, directors, agents, assigns and successors-in-interest against any and all claims, actions, proceedings, demands, judgments, losses, expenses, damages, liabilities, fines or penalties arising from or relating thereto. In addition, Customer agrees and understands that Issuer may use data and statistics generated from Transactions, including to provide or develop additional products and services and as set forth in Section 21 (Program Information). Further, for the avoidance of doubt, Customer may disclose information it is legally required to disclose pursuant to any applicable open records requests laws, provided that Customer will notify Issuer of the request prior to disclosure and honor any provisions of such laws that allow redaction of proprietary or trade secret information.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its Affiliates own and may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "**Program Information**") for the purpose of operating

Issuer's and its Affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its Affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its Affiliates, including but not limited to WEX, and third parties may contact Customer to offer additional products or services. If Customer chooses to enroll in any such product or service offered by Issuer, its Affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the following website: https://www.wexinc.com/privacy-policy/. Issuer and its Affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement nor any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Any actual or attempted assignment or delegation contrary to the terms of this Section 22 (Assignment) will be null and void. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Issuer may monitor communications (including telephonic) between its employees and its customers. Customer consents to such monitoring and recording of communications and agrees to inform employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.2 Issuer's obligations under this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to: acts of God, civil disturbance, war, acts of government, natural disasters, pandemic, epidemic events, strikes or any other general labor disputes, widespread technology events, or telecommunication failures.

23.3 Governing Law. This Agreement, and all Disputes, will be governed by and construed in accordance with what the Parties have agreed to regarding governing law in the State's Exceptions Appendix.

23.4 Customer understands and acknowledges that this Agreement and Customer's receipt of Account(s) and services herein are subject to Issuer's approval of Customer. Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.5 No course of dealing between the Parties, and no delay or omission by Issuer to exercise any right under the Agreement, shall impair such right or be construed to be a waiver of any default, and no waiver by Issuer of any breach of this Agreement will be construed as waiver of any subsequent breach. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No amendment, or other variation of the terms, conditions, or provisions of the Agreement by other than Issuer shall be binding on Issuer unless in writing and signed by an authorized representative of Issuer, and then only to the extent set forth in such writing.

23.6 No Person other than a Party to this Agreement or any Schedule hereto shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third-party beneficiary of this Agreement.

23.7 Except as otherwise provided in this Agreement, all notices shall be in writing and deemed received (a) when personally delivered, (b) at the time of delivery, if sent via reputable overnight courier with tracking capabilities, or (c) on the fifth Business Day after mailing if sent via postage prepaid certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in the application for credit or at such other address as the applicable Party may indicate from time to time. Additionally, notices may be sent by email via any nationally recognized SMTP delivery service, and deemed received on the day of sending, to Issuer at legalnotices@wexinc.com, to Customer at an email address provided by Customer or normally used by an Account User for business communications with Issuer. For the purposes of this Section, all times are to be the local time in the place of deemed receipt; and if deemed receipt under this Section is not within business hours (meaning 8:00 am to 5:00 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at 8:00 am on the next Business Day. The Parties agree to waive any claim that an electronic transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of an email constitutes the "best evidence" and an "original" of such a writing.

23.8 Customer agrees that Issuer may: **(a)** include the name, logo, and success stories of Customer on Issuer's website and in press releases, presentations, promotional and sales literature, and advertising materials; and **(b)** identify Customer as a customer in Issuer's published customer list, earnings reports, and in response to third-party inquiries.

23.9 If any portion of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall remain in full force and effect and shall continue to be binding upon the Parties.

23.10 This Agreement, any notices in connection with this Agreement, any relevant provisions of Sourcewell Master Agreement No. 030625, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written,

among the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement and any notice may be executed by a Party in the form of an "**Electronic Record**" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. 7001 et seq. (**"ESIGN Act"**)), and an "**Electronic Signature**" (as defined in the ESIGN Act) of a Party that can be authenticated will constitute an original and binding signature of such Party.

23.11 Customer consents to be contacted by Issuer and its agents, representatives, Affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Customer's Account or Card, at any telephone number, or physical or electronic address provided by Customer or an Account User or at which Customer or an Account User may be reached. Customer agrees that Issuer may contact Customer and Account Users in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Customer's or the Account User's answering machine, voice mail, or send a message via text.

23.12 In the event of any conflict between the General Terms of this Agreement and the terms of any Schedule hereto, the terms of any such Schedule shall govern unless the General Terms of this Agreement expressly indicates otherwise

23.13 If Customer is a state entity or otherwise subject to a statutory appropriations framework, and any state or federal action eliminates the appropriation or availability of funding needed to make payment pursuant to this Agreement, then Customer shall have the right to terminate this agreement upon thirty (30) days written notice to Issuer. However, Customer will not be entitled to a refund of prepaid fees, Customer remains responsible for all fees for all services actually performed up to the date of termination, and Customer will remain liable for all transactions and agrees to pay Issuer in full.

24. Definitions

24.1 "Account" means a credit line which may be unsecured or secured, or any other account, extended to Customer by Issuer. An Account may be accessed by a Card, an account number, or other approved access method.

24.2 "Account User" means Customer or any other entity or individual that Customer has informed Issuer is authorized to use the Account or a Card. The Account Users may include employees or independent contractors or other users who have been given a Card or access to an Account.

24.3 "Affiliate" means any present or future entity that, directly or indirectly, controls, is controlled by, or is under common control with either Party. For the purposes of this definition of Affiliate, "control" (including "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities or membership interests, as trustee, by contract or otherwise.

24.4 "Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

24.5 "Business Day" means Monday through Friday, excluding holidays observed by banking institutions in the state of Utah.

24.6 "Card" means an approved Account access method, physical (*e.g.*, plastic), digital or virtual card, account access device, payment device, or other technology, medium or form through which payments are enabled under this Agreement.

24.7 "Card Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

24.8 "Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time at its sole discretion.

24.9 "IDN" means the identification number associated with an Account User or Card.

24.10 "Inactive Account" means an Account which has no Transactions for a twelve (12) month period.

24.11 "Due Date" means the date the repayment of the balance of the Account is due as set forth in a billing statement. Such date may be called "Payment Date" in a billing statement.

24.12 "Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

24.13 "Person" means an individual, corporation, limited liability Customer, partnership, trust, association or any other entity or organization.

24.14 "Schedule" means an attachment to this Agreement which contains additional terms and conditions specific to the products or services to be provided by Issuer or an Affiliate of Issuer to Customer or its Affiliates, and any associated costs or fees.

24.15 "Third Party Network" means a credit card payment network operated by a third party (e.g., Mastercard).

24.16 "Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

24.17 "Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

24.18 "WEX Network" means the card payment network operated by WEX Inc.

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the dates set forth below and made effective as of the date of the last signature.

Customer	**WEX Bank**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

WEX Mobility - NAF Schedule

This WEX Mobility - NAF Schedule ("Schedule") forms a part of the WEX Account and Services Agreement and Participating Addendum under Sourcewell Master Contact No. 030625 between Issuer and Customer ("Agreement") and is subject to the General Terms of the Agreement. Terms that are capitalized but not defined in this Schedule will have the applicable meaning given in the General Terms.

Card Program: **WEX Universal for Government Fleets**

Customer Service Number: 1-866-544-5796 (which may be updated from time to time)

EDGE Network Eligible? **No**

Rates and Fees

Cure Period for Default Annual Interest Rate: Twelve (12) consecutive Billing Cycles without Payment Default.

Program Fees		
Set-up Fee		**WAIVED**
Monthly Card Charge		**WAIVED**
Replacement Card Fee	**Standard Card**	WAIVED
	Chip-enabled Standard Card	WAIVED
	Enhanced Card	WAIVED
Late Fee		**Greater of $75 or 7.99% (for monthly Billing Cycle) of Total Outstanding Balance on the Calculation Date**
Reproduced Reports		$25.00 per request
General Research Fee		$15.00 per hour
Expedited Shipping Fees		Cost varies
International Currency Conversion Fee (WEX Network)		2.00% of the total transaction value
Returned Payment Fee (NSF/ACH)		$50.00 per occurrence
Reactivation Fee		$50.00 per occurrence (max fee of $50.00 per Billing Cycle)
Truck Stop Fee		$3.00 per swipe at a Truck Stop[1]
Paper Delivery Fee		$10.00 per month for paper reporting
Clearview Essentials		WAIVED
Clearview Advanced		$.0.50 per active card, per month
Private Site Transaction Fee		$.0.15 per transaction

[1] At Tier 1 truck stops

Pricing for additional products and services is available upon request or reflected on the applicable schedule or enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

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Additional Terms and Conditions

A. Definitions.

1. **"Calculation Date"** means the earlier of (a) the posting date for Customer's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred.
2. **"Cross Border Fee"** means a fee applied to any Transaction on a Third Party Network when the country code of the merchant and the country code of the Account User are not the same. As an example, if Customer located in the US and it uses the U.S. issued card to make a purchase in Canada, then the cross-border transaction fee established by the applicable Third Party Network shall apply. The Third Party Network may establish different Cross Border Fees applicable to the card numbers that are issued from different regions.
3. **"Currency Conversion Fee"** means a multi-currency conversion fee applied to any Transaction that is billed through a Third Party Network in a currency other than the contractually agreed upon billing currencies of the BIN used for the Transaction. The Third Party Network will convert the Transaction to the billing currency at the exchange rate determined by such Third Party Network (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.
4. **"Enhanced Card"** means a Card which is capable of completing Transactions on both the WEX Network and a Third Party Network.
5. **"Private Label"** means a Card accepted for payment at limited locations within the WEX Network.
6. **"Standard Card"** means a Card capable of completing Transactions on the WEX Network.
7. **"Total Outstanding Balance"** means the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have been posted to the Account, through the Calculation Date.
8. **"Truck Stop"** means fuel distribution sites owned or operated by Love's, Pilot, Flying J, or Travel Centers of America, and includes (but is not limited to) distribution sites that sell fuel and have islands that can accommodate tractor trailers in addition to providing other services required of the over-the-road trucking market such as vehicle repair facilities, showers, and parking spaces to accommodate tractors and trailers.
9. **"Universal Cards"** means a Card accepted for payment at all locations in the WEX Network.

B. Use of Cards.

1. Customer and Account Users designated by Customer may use the Account in accordance with this Agreement to make purchases at merchants participating in the WEX Network. If Customer is approved for an Enhanced Card, the Account may also be used to make eligible purchases at merchants participating in a Third Party Network.
2. Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.
3. Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account.

C. Billing and Payment.

1. Customer agrees to pay for all Transactions occurring on its Cards or Account(s), plus all accrued Fees as set forth in the table above, including any Late Fees, and applicable sales taxes. The Due Date generally will be between twenty-two (22) days and fourteen (14) days after the end of the Billing Cycle, as designated by Issuer at the time of Account setup, although there may be variations.
2. Payments made by paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account. For payments not made by paper check, payments made: (a) by 3:30 p.m. ET on a Business Day will be posted on that Business Day; and (b) after 3:30 p.m. ET (or payments made on a day other than a Business Day) will be posted on the following Business Day.

3. If a Payment Default occurs, then a Late Fee will apply to the Total Outstanding Balance. The Late Fee is specified in the table above, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle.
4. In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described above. In the event that the Account incurs one or more payments past the payment due date in any 6-month period or makes a payment that is not honored by Customer's bank, Issuer may deem the Customer to be "High Risk" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and credit limit.
5. Our billing and payment system provides for various Billing Cycle and payment timing options. In the event your desire to change Billing Cycles you must make a request to Fleet Receivables for a Billing Cycle change. Upon receipt of the request, it will be a minimum of thirty (30) business days to change the Billing Cycle. In addition, any changes to Billing Cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly Billing Cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

D. Reserved.

E. Effect of Termination.

1. **Early Termination Fee**. In the event of the termination of this Schedule or the Agreement (1) by Issuer for cause, or (2) by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made by Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Schedule or the Agreement is terminated as set forth in the preceding clauses (1) or (2) of this Section. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Early Termination Fee") equal to: (A) Issuer's actual costs of implementation of the services for Customer under this Schedule, plus (B) an amount equivalent to the standard monthly Card fee multiplied by the number of Cards active during the month prior to receipt of such termination notice, with such product multiplied by the number of months remaining in the Term, plus (C) the average interchange revenue from the applicable merchant pool projected for the remainder of the Initial Term based on Customer's average volume during the 12 months preceding receipt of such a termination notice. The Early Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Early Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.
2. **Repayment of Any Upfront Investment**. To the extent that Issuer or WEX has paid any incentive amount to Customer in advance, or has paid for or reimbursed Customer for any costs of Customer related to implementation or similar startup expenses, or has made any similar payments to Customer, then the following shall apply: If this Agreement is terminated for any reason, other than a breach by Issuer or WEX, prior to the end of the term during which such upfront investment was made, Customer shall repay to Issuer or WEX, as applicable, the entire amount of the upfront investment. Such payment shall be in addition to payment of the Early Termination Fee described in Section E.1 above.

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Incentives Appendix
to Mobility Schedule

A. Definitions

1. **"Centralized Billing"** meaning Customer and each participating Affiliate, if applicable, each receive one bill and make one payment for their Account(s).
2. **"Direct Debit"** means payment of Customer's (and Affiliates, if applicable) Billing Statement by permitting Issuer to directly debit Customer's (or Affiliates, respectively) bank account. Applicable only if Customer elects to enroll in this payment method using the Direct Debit Enrollment Form, as updated by Issuer from time to time.
3. "**Monthly Gallons**" shall mean all gallons of fuel purchased using Cards at retail locations that are billed during a calendar month. Fuel purchased by participating Affiliates shall be included in the Monthly Gallon calculation. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot) and large general merchandise retail chain locations (i.e., "big box stores") is excluded from the Monthly Gallon amount for purposes of determining the applicable rebate percentage to apply. Due to billing cycle cut off dates and monthly calendar variances invoices for a particular month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.
4. "**Monthly Retail Transactions**" shall mean the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on invoices billed to Customer and any applicable Affiliates in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees); (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot); (iii) transactions that were billed to you as a repriced transaction (either cost-plus or retail minus) at select merchants; (iv) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or (v) transactions at any large general merchandise retail chain locations (i.e., "big box stores"). Due to billing cycle cut off dates and monthly calendar variances invoices may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.

B. Billing Cycle

1. Billing Cycle: Monthly

In the event that Affiliates are participating, all entities will have the same Billing Cycle and payment term.

C. Financial Incentives paid by Issuer. Issuer shall pay to Customer the following financial incentives subject to the terms and conditions defined below. Customer understands that it is possible to individually qualify or not qualify for any financial incentives set forth herein.

1. Volume Rebate. Subject to the conditions identified below, Issuer shall pay a monthly rebate, in the accordance with the below rebate table, based on all qualified Monthly Retail Transactions charged to Customer's Accounts.

Rebate Table (Monthly)

D. Volume (Gallon Based) Rebate:

Issuer shall pay a monthly rebate of basis points off all Monthly Retail Transactions charged to Customer's accounts on the Program

Rebate – Members that are participating in a Statewide contract under Sourcewell

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	185 basis points (1.85%)

Rebate Table – Non-State Members

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	100 basis points (1.00%)

a. Calculation. Issuer shall commence calculating the Volume Rebate on the first day of the first Billing Cycle after this Schedule becomes effective. The Volume Rebate will be calculated by determining the applicable rebate factor set forth in the Rebate Table above (the "Rebate Factor"), then by determining if Customer (and any Affiliates) have met the conditions set forth above, thereby qualifying for payment of a Volume Rebate. Lastly, for each qualifying entity, Issuer shall multiply the Rebate Factor by the total dollar amount of that entity's qualified Monthly Retail Transactions to determine the Volume Rebate to be paid. If Customer Affiliates participate, the failure of one Affiliate to qualify for a Volume Rebate does not impact the eligibility of other Affiliates for a Volume Rebate payment.

b. Conditions. The Volume Rebate set forth herein is expressly conditioned on the following:

i. Monthly billing;
ii. Electronic reporting;
iii. Issuer's receipt of payment in full within 26 calendar days of the billing date appearing on your invoice;
iv. Credit approval; and
v. Signing a three year contract.

c. Cost of Lending Adjustment. Issuer may, in its sole discretion, decrease the applicable Rebate Factor by the applicable percentage (the "Adjustment Rate") set forth in the table below for every 0.5% (50 basis points) by which the Effective Federal Funds Rate ("EFFR") exceeds 5.25%. Issuer will evaluate the EFFR on a quarterly basis (based on calendar year) on the last day of the relevant quarter, and will apply the Adjustment Rate, if applicable, to the Volume Rebate with respect to the subsequent quarter. Subsequent to any decrease pursuant to this section, if the EFFR decreases, Issuer may, in its sole discretion, increase the Rebate Factor by the same Adjustment Rate, provided that Rebate Factor will never exceed the amounts set forth in the table above.

BILLING/INVOICING FREQUENCY:	ADJUSTMENT RATE:
Weekly	0.01% (1 basis point)
Bi-Weekly	0.02% (2 basis points)
Monthly	0.05% (5 basis points)

Payment. Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Factor. Volume Rebates shall be paid monthly in arrears.

2. Payment Timing Rebate. In addition to the Volume Rebate set forth above, Customer may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date. Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table of all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate"). Customer shall select the billing cycle and payment frequency for the Agreement by placing an X in the "Election" column in the following Payment Timing Table.

PAYMENT TIMING TABLE

Bill Presentment	Payment Timing Options: Payment in full within the following calendar days of the billing date appearing on your invoice	Basis Points (Rebate Percentage)
Monthly	0	20 basis points (0.20%)
Monthly	1	19 basis points (0.19%)
Monthly	2	18 basis points (0.18%)
Monthly	3	17 basis points (0.17%)
Monthly	4	16 basis points (0.16%)
Monthly	5	15 basis points (0.15%)
Monthly	6	14 basis points (0.14%)
Monthly	7	13 basis points (0.13%)
Monthly	8	12 basis points (0.12%)
Monthly	9	11 basis points (0.11%)
Monthly	10	10 basis points (0.10%)
Monthly	11	9 basis points (0.09%)
Monthly	12	8 basis points (0.08%)
Monthly	13	7 basis points (0.07%)
Monthly	14	6 basis points (0.06%)
Monthly	15	5.5 basis points (0.055%)
Monthly	16	5 basis points (0.05%)
Monthly	17	4.5 basis points (0.045%)
Monthly	18	4 basis points (0.04%)
Monthly	19	3.5 basis points (0.035%)
Monthly	20	3 basis points (0.03%)
Monthly	21	2.5 basis points (0.025%)
Monthly	22	2 basis points (0.02%)
Monthly	23	1.5 basis points (0.015%)
Monthly	24	1 basis points (0.01%)
Monthly	25	0.5 basis points (0.005%)
Monthly	26	0 basis points

a. Calculation. Payments must be received and posted in the WEX systems in accordance with the option selected in order for the Payment Timing Incentive to apply. Please allow enough time for your payment to be sent from your financial institution and to be received and processed by Issuer.

b. Conditions. This discount will be applied at the time Issuer completes the Direct Debit (when applicable). In order to enroll in the Direct Debit program, Customer must complete a Direct Debit Enrollment Form. The Early Pay Rebate set forth herein is expressly conditioned on the following: (1) Receipt of payment in accordance with one of the options set forth in the Payment Timing Table (above); and (2) utilization of centralized billing by Customer (i.e. one bill, one payment); and (3) electronic reporting (i.e. no paper reports).

c. Payment. Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Factor. Payment Timing Rebates shall be paid monthly in arrears.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

STATE EXCEPTIONS APPENDIX

1. Governing Law
2. Any other issues specific to the governmental entity should be listed and agreed to here.

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.4

DATE: November 3, 2025

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Urgent Procurement of a Paramedic Squad. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve a budget appropriation in the amount of $255,000 from the General Fund (101) available fund balance for the purchase, transport, and communication equipment cost of a paramedic squad; and
2. Authorizes the Mayor to execute a Purchase Order in the total amount of $225,000 for the purchase of the paramedic squad from Station Apparatus, LLC (seller).

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

BACKGROUND

The Oxnard Fire Department (OFD) is an all-hazard agency that provides a full range of emergency and non-emergency services to the community. These services include, but are not limited to, fire suppression, emergency medical services, vehicle and industrial accident response, ocean and surf rescue, hazardous material response, urban search and rescue, swift water rescue, fire investigation, public fire and life safety education, regulation of hazardous materials storage and uses, disaster preparedness, and inspection of new construction. In calendar year 2024, Fire resources responded to 21,719 calls for service in Oxnard, of which 16,830 were emergency medical incidents. Oxnard Fire's front-line fleet consists of eight (8) fire engines, two (2) aerial ladder trucks, and two (2) paramedic squads.

DISCUSSION

Oxnard Fire's fleet of paramedic squads currently consists of one purpose-built truck (Squad 68) and a utility truck that functions as a squad (Squad 66), but with significantly less operational capacity than a purpose-built vehicle. There are no reserve squads in OFD's fleet, significantly degrading OFD's ALS response capabilities when one of the current squads is out of service for maintenance or repairs.

OFD received ARPA funds in 2023 for a new cab & chassis that would use an existing squad body and be purpose-built for frontline squad use, replacing the utility truck currently in use. That cab & chassis arrived in September of 2025, after a several-year delay due to manufacturer limitations and supply chain issues.

OFD requested $506,000 in the 2025/2026 budget year to replace the frontline squad (Squad 68) at Fire Station 8. Had that request been approved, it would have required approximately two years for purchase, delivery, and buildup before the unit would be ready for use in the city. In September of 2025, OFD located a purpose-built squad demo unit with only 59 miles, very similar in design and capacity to OFD's current specification, that meets Oxnard Fire's needs for ALS response capabilities, and is immediately available. There is an urgency to approve Oxnard Fire's request to purchase this

unit, as it is significantly less expensive than a custom-ordered unit, and it will be ready for service in the city within weeks of delivery. The cost of this demo unit is $225,000, plus $5,000 to transport and $25,000 to equip with communications equipment, ultimately saving the city hundreds of thousands of dollars and several years of additional wear and tear on the current squad at Fire Station 8.

The purchase of this demo unit helps Oxnard Fire meet our mission as follows:

- Allows the current squad at Fire Station 8 to transition to reserve status at 60,000 miles, providing reserve capacity and enabling OFD to maintain a high level of ALS service when a frontline squad is out of service for maintenance and/or repairs.
- Allows for additional squad staffing/surge capacity during periods of increased incident activity, such as weather-related incidents, natural and man-made disasters, etc.

If approved, OFD would single-source the purchase from the seller, Station Apparatus, LLC.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The total cost of the paramedic squad is $255,000. If approved, staff will issue a purchase order to acquire the vehicle from Station Apparatus LLC. Staff believe this option offers the most cost- and time-efficient solution, as purchasing a new custom-built paramedic squad would cost the City several hundred thousand dollars more and take years to manufacture and deliver. This vehicle is a unique find, as it meets the Oxnard Fire Department's current specifications, supports the department's Advanced Life Support (ALS) response capabilities, and is immediately available.

If approved, the total appropriation of $255,000 will be budgeted in the department's General Fund operating account (1012501-56030).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: John Colamarino, Assistant Fire Chief, Rose Rodarte, Administrative Services Manager

ATTACHMENTS

1. Presentation
2. Vehicle Purchase Form
3. Bill of Sale

Urgent Procurement of a Paramedic Squad

Alex Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve and authorize:

1. The Mayor to execute a Purchase Order in the total amount of $225,000 for the purchase of the paramedic squad from Station Apparatus, LLC (seller).

2. The City Manager to approve a budget appropriation in the amount of $255,000 to fund the purchase, transport, and communications equipment costs of the vehicle.

Background

- The Oxnard Fire Department (OFD) is an all-hazard agency that provides a full range of emergency and non-emergency services to the community.
  - These services include, but are not limited to, fire suppression, emergency medical services, vehicle and industrial accident response, ocean and surf rescue, hazardous material response, urban search and rescue, swift water rescue, fire investigation, public fire and life safety education, regulation of hazardous materials storage and uses, disaster preparedness, and inspection of new construction

- In calendar year 2024, Fire resources responded to 21,719 calls for service in Oxnard, of which 16,830 were emergency medical incidents. Oxnard Fire's front-line fleet consists of eight (8) fire engines, two (2) aerial ladder trucks, and two (2) paramedic squads.

Discussion

- Oxnard Fire's fleet of paramedic squads currently consists of one purpose-built truck (Squad 68) and a utility truck that functions as a squad (Squad 66), but with significantly less operational capacity than a purpose-built vehicle. There are no reserve squads in OFD's fleet, significantly degrading OFD's ALS response capabilities when one of the current squads is out of service for maintenance or repairs.

- OFD received ARPA funds in 2023 for a new cab & chassis that would use an existing squad body and be purpose-built for frontline squad use, replacing the utility truck currently in use. That cab & chassis arrived in September of 2025, after a several-year delay due to manufacturer limitations and supply chain issues.

Discussion

- In September of 2025, OFD located a purpose-built squad that is a demo unit with only 59 miles, is very similar in design and capacity to OFD's current specification, meets Oxnard Fire's needs for ALS response capabilities, and is immediately available. There is an urgency to approve Oxnard Fire's request to purchase this unit, as it is significantly less expensive than a custom-ordered unit, and it will be ready for service in the city within weeks of delivery. The cost of this demo unit is $225,000 , ultimately saving the city hundreds of thousands of dollars and several years of additional wear and tear on the current squad at Fire Station 8.

Discussion

The purchase of this demo unit helps Oxnard Fire meet our mission as follows:

- Allows the current squad at Fire Station 8 to transition to reserve status at 60,000 miles, providing reserve capacity and enabling OFD to maintain a high level of ALS service when a frontline squad is out of service for maintenance and/or repairs.

- Allows for additional squad staffing/surge capacity during periods of increased incident activity, such as weather-related incidents, natural and man-made disasters, etc.

If approved, OFD would single-source the purchase from the seller.

Financial Impact

- The total cost of the paramedic squad is $255,000. If approved, staff will issue a purchase order to acquire the vehicle from Station Apparatus LLC.

- Staff believe this option offers the most cost- and time-efficient solution, as purchasing a new custom-built paramedic squad would cost the City several hundred thousand dollars more and take years to manufacture and deliver. This vehicle is a unique find, as it meets the Oxnard Fire Department's current specifications, supports the department's Advanced Life Support (ALS) response capabilities, and is immediately available.

If approved, the total appropriation of $255,000 will be budgeted in the department's General Fund operating account (1012501-56030).

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

VEHICLE PURCHASING FORM

Division FIRE DEPARTMENT

Date 10/22/2025

Contact Person Alexander Hamilton-Fire Chief

Extension x7700

Check appropriate boxes:

- [ ] New
- [ ] Replacement
- [x] Used
- [ ] Additional

Projected Cost $ 225,000

Equipment Description *Include Options* (A/C, engine size, extended cab, 4X4, radio, etc.)	Qty	Account Number
2025 Ford F550 Medic Rescue Squad. The Fire Department has identified an opportunity to purchase a used demo medic vehicle to replace one of current frontline medic squads. Spec Sheet Attached	1	1012501-56030

Attach letter of justification for each item.

Signatures of Approval:

		Date
Division Manager		10/26/2025
Department Director	Alexander Hamilton (Oct 26, 2025 18:37:38 MDT)	10/26/2025
Fleet Manager	José Arreola (Oct 27, 2025 05:55:57 PDT)	10/27/2025
Finance Department	Javier Chagoyen-Lazaro	27/10/2025
City Manager	Alexander Nguyen Alexander Nguyen (Oct 27, 2025 13:33:13 PDT)	10/27/2025

After approval, forward to Purchasing.

Comments:

Fire is seeking City Council approval to purchase this vehicle from a Pennsylvania based seller. Agenda Date is Nov. 3, 2025

----------Station Apparatus LLC. ----------
1170 Cooney Road • loretto Pa 15940
814-609-0002

Build Specifications

TO THE: **DATE: 10/23/2025**

City of Oxnard

Fire Department

360 W. Second Street

Oxnard CA 93039

We hereby agree to supply the following in stock apparatus

One (1) Light rescue truck

Ford F550 XL DRW (Race Red) Crew cab diesel engine 4x4 with a custom aluminum fire/ rescue body.

Includes:

59 miles

10 speed transmission

4x4

19,500 GVW
4:30 ratio limited slip

Skid plates

Prep package

40 gallon diesel tank

410 dual alternators

All aluminum body and cab

Diesel 6.7L power stroke

Custom 9' Fire/ Rescue body

100% slidemaster slide out trays in transverse compartment. Split deployment

Vehicle to vehicle whelen technology

Whelen core package

Pioneer LED scene lighting

Havis console

----------Station Apparatus LLC. ----------
1170 Cooney Road • loretto Pa 15940
814-609-0002

Custom diamond plate bed cover

Led compartment lights

High class hitch receiver

Back up alarm

Custom Scba bottle / fire extinguisher compartments L2 lower and R2 lower

Adjustable shelving

Running boards

Pike pole/ Roof Hook Custom slotted tube holders

Kussmaul auto eject with external digital display

Kussmaul battery charger

AC household receptacles in 4 rear compartments 4 gang duplex

$225,000.00

Respectfully submitted,

Matt McCoy

Station Apparatus LLC

President

Used Medic Squad VPF Form

Final Audit Report 2025-10-27

Created:	2025-10-24
By:	Rose Rodarte (rose.rodarte@oxnard.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzI7mmwp8SjBd7abq4iN666SMofOMj0VD

"Used Medic Squad VPF Form" History

Document created by Rose Rodarte (rose.rodarte@oxnard.org)
2025-10-24 - 0:28:42 AM GMT

Document emailed to John Colamarino (john.colamarino@oxnard.org) for signature
2025-10-24 - 0:30:53 AM GMT

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2025-10-26 - 9:56:19 PM GMT

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2025-10-26 - 9:57:00 PM GMT

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2025-10-27 - 8:32:04 PM GMT

Document e-signed by Alexander Nguyen (alexander.nguyen@oxnard.org)
Signature Date: 2025-10-27 - 8:33:13 PM GMT - Time Source: server

Agreement completed.
2025-10-27 - 8:33:13 PM GMT

Adobe Acrobat Sign

Station Apparatus LLC.

1170 Cooney Road • Loretto Pa 15940
814-609-0002

Business Bill of Sale (Purchase Agreement)

I. **The Parties**. This document was signed on the 24 day of October, 2025 between Oxnard Fire Department with a street address of 360 W. Second St. City of Oxnard, State of CA (Hereinafter known as the "Buyer") and Station Apparatus LLC. with a street address of 1170 Cooney Rd City of Loretto, State of PA (Hereinafter known as the "Seller").

II. **The Equipment**. Seller acknowledges they have the right to sell the Equipment known as 2025 Ford F550 Mini Rescue

Description VIN# 1FDOW5HT3SEC30790

III. **Purchase Price**. The Buyer and Seller agree to a purchase price of $225,000.00 (US Dollars) to be acceptable for the sale of the Equipment. The Buyer agrees to make the funds available on the day of the transfer.

IV. **Deposit**. $11,000.00 **Nonrefundable**. Sales Agreement Expires 60 days after the above date.

Buyer Signature _____ Title _____

Date _____ Print _____

Seller Signature _____ Title President

Date 10/24/25 Print Matt McLoy