

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
April 2, 2019
Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority Board.

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 (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
(City Council)
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.
2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
(City Council)
Agency designated representatives: Alexander Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney.
Employee organization: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

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: (Staff Presentation / Council Discussion / Public Comment)

1. SUBJECT: Presentation of a Commendation to Pacifica High School students from the Academy of Business and the Health Science Academy who established a Firefighters care package center.
2. SUBJECT: Presentation of a Proclamation Designating April 13, 2019 as "Earth Day."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. 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. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

April 2, 2019

PAGE 3

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the March 9, 2019 Regular Meeting as presented.
Legislative Body: City Council
Contact: Michelle Ascencion, (805) 385-7805
2. City Clerk Department
SUBJECT: Conflict of Interest Code Amendment.
RECOMMENDATION: That the City Council adopt a resolution repealing Resolution No. 15,111 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests.
Legislative Body: City Council
Contact: Michelle Ascencion, (805) 385-7805
3. City Manager Department
SUBJECT: Citizen Advisory Group Ordinance Adoption.
RECOMMENDATION: That the City Council adopt Ordinance No. 2957 amending Article II Chapter 2 of the Oxnard City Code relating to Citizen Advisory Groups.
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430
4. Community Development Department
SUBJECT: Adoption of Ordinance No. 2958, Pertaining to Planning and Zoning (PZ) Permit No. 17-580-01 (Zone Text Amendment) – Amendments to the Industrial Portion of the Zoning Ordinance, Chapter 16, Divisions 11-15 of the Oxnard City Code- Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing.
RECOMMENDATION: That the City Council adopt Ordinance No. 2958 (by title only, further reading waived), amending Chapter 16, Divisions 11 – 15 of the Oxnard City Code pertaining to regulations governing land uses and development regulations for uses within the Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing zoning districts, and implement the Planning Commission’s recommendations.
Legislative Body: City Council
Contact: Jeffrey Lambert, (805) 385-7882

5. Community Development Department

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) at Oxnard Transit Center.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a trade services agreement with Professional Security Consultants (PSC), the low bidder for security services at the Oxnard Transit Center at 201 East Fourth Street, not to exceed \$691,502 for three years (Agreement No. 8527-19-DS) as recommended by the Public Works and Transportation Committee; and
2. Approve a budget appropriation of \$57,626 to fund the trade services agreement for the balance of the fiscal year 2018-2019 as recommended by the Public Works and Transportation Committee. (Public Works & Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

6. Public Works Department

SUBJECT: On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Contract (Rebid) PW 19-35R

RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute Agreement A-8127 in the amount of \$350,000 for the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services for a term of two years with Aquatech Services, Inc. (Public Works & Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Approve a Budget Appropriation for Hueneme Recycled Water Pipeline, Phase II.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an appropriation in the amount of \$465,000 from the Water Resource Development Fee Fund 603 to the Hueneme Recycled Water Pipeline, Phase II (Project No. 106002), to fund work, easement procurement and permit fees through completion of the bidding process. (Public Works & Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Approve the Third Amendment to Agreement A-7927 (JCI Jones Chemicals, Inc.) to increase contract value.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment with JCI Jones Chemicals, Inc. to increase the contract value from \$1,124,547 to \$1,482,547 for chemicals used by the Public Works Water and Wastewater Divisions.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Approve Second Amendment to Interwest Consulting Group, Inc.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement A-8102 (Agreement) with Interwest Consulting Group, Inc. (Interwest) for engineering and support services to the Transportation Division to extend the Agreement to June 30, 2019 and change the contract value from \$160,000 to \$239,920; and
2. Approve a Budget Adjustment of \$58,925 from General Fund (101) salary savings.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Award Agreement A-8130 for Custodial Services with Kelly Cleaning & Supplies, Inc.

RECOMMENDATION:

That the City Council award and authorize the Mayor to:

1. Execute Agreement A-8130 with Kelly Cleaning & Supplies, Inc. (Kelly), for a term of three (3) years, for a total contract value of \$432,692, to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Authorize the Purchasing Agent to execute an amendment to Agreement A-8130, if needed, for no more than \$43,269, or ten-percent (10%), of the agreement, to account for potential unforeseen emergency cleaning.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Zone Text Amendment to Oxnard City Code Chapter 16 Article II and Article V, Division 13 Related to Accessory Dwelling Units: Continuation of Public Hearing.

RECOMMENDATION: That the City Council continue the noticed public hearing to the April 16, 2019 City Council regular meeting.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. Housing Department

SUBJECT: Five-Year & Annual Agency Plan and Capital Fund Program (CFP) 5-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the fifth year of the Five-Year Agency Plan, the 2019 CFP Budget, and the CFP 5-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the Five-Year and Annual Agency Plan for the Housing Authority;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;
 - d. Approving the 2019 CFP Budget and CFP 5-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2019 CFP Budget and CFP 5-Year Action Plan.

Legislative Body: Housing Authority Board

Contact: Rhonda Hodge, (805) 385-7889

M. REPORTS1. Public Works Department

SUBJECT: Five Year Capital Improvement Program and Use of Bond Proceeds. (30/10/20)

RECOMMENDATION: That the City Council:

1. Select which projects to fund from the Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP");
2. Adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program; and
3. Approve the proposed list of non-CIP redevelopment bond proceeds projects and appropriate funding to these projects.

(By the time this item is posted for City Council, the CIP will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019. Staff will provide a report to the Council at a later date regarding the recommendation of the Committee.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

N. ADJOURNMENT



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1.**

DATE: April 2, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the March 9, 2019 Regular Meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 03.19.2019 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 19, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are: April Kittel v. City of Oxnard; and Green Energy Holdings, LLC, Auto Fuels Inc. v. City of Oxnard, et al. The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding an allegation of harassment by former temporary employee Amanda Herrera against Homelessness Commissioner Lucy Cartagena Martinez.”

At 4:37 p.m., the City Council recessed to a closed session. At 5:38 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Douglas Spondello, Principal Planner; Isidro Figueroa, Principal Planner; Kathleen Mallory, Planning and Environmental Resources Manager; Mike More, Human Resources Manager; and Jeffrey Lambert, Community Development Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of March as “Women’s History Month.”

Mayor Flynn read the proclamation and presented it to Jeannette Sanchez-Palacios of the Ventura County Women's Political Council, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Mark Sandoval (upcoming Channel Islands Harbor Academy), Ray Blattel (city's Intelligent Traffic System), Lang Martinez (homelessness issues), Lauraine Effress (function of City Council Committees), and Pat Brown (truck traffic on Oxnard Boulevard).

G. REPORT OF CITY MANAGER

The City Manager announced the upcoming Oxnard Job Fair, a partnership between the City of Oxnard, Chamber of Commerce, and Oxnard College.

H. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the opening day ceremonies for Oxnard Pony Baseball League, an art fundraiser at the Manuel Lopez Community Garden, the grand opening of Elm School, college presentations at Curren and Rose elementary schools, a student play at Haydock School, and a meeting on affordable housing and home ownership. He announced the upcoming Rose Park neighborhood council meeting, Eastside Little League opening day, and Cesar Chavez march. He commented on Oxnard native Mikey Garcia's recent boxing match, and a recent public hearing on a new restaurant to open on Rose Avenue.

Councilwoman Basua reported on attending recent meetings with representatives of the National Association of Hispanic Real Estate Professionals, Citizens for Responsible Oil and Gas, Sespe Consulting, and the City Treasurer's Office.

Mayor Pro Tem Ramirez announced Lupe Anguiano's 90th birthday, and reported on attending the recent Local Government Commission conference. She announced the upcoming Cesar Chavez march and gave an update on the Regional Housing Needs Assessment determination process.

Councilman MacDonald announced that he will be absent from the April 2nd Council meeting due to the RDP-21 annual lobbying trip, which will include a meeting with the EPA on the Halaco superfund site.

Councilmember Perello commented on Women's History Month, the Channel Islands Harbor Academy, the Intelligent Traffic System and trucks on Oxnard Boulevard. He announced the upcoming Ventura Regional Sanitation District meeting on the expansion of its landfill, the Bethel AME church anniversary, Police Officer of the Year awards luncheon, and the Native American Intertribal Powwow.

Councilmember Lopez reported on attending the Cal-Gisler neighborhood Council meeting, Elm School ribbon cutting, Firefighter of the Year awards luncheon, League of Cities regional meeting, and the St. Paul Baptist Church 100th Anniversary celebration.

Mayor Flynn commented on the Regional Housing Needs Assessment process that will take place over the next six months.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-3 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the March 5, 2019 Regular Meeting as presented.

Cultural and Community Services Department

2. SUBJECT: Second Amendment to Senior Nutrition Grant from the Ventura County Area Agency on Aging (VCAAA).
RECOMMENDATION: That the City Council:
 1. Authorize the City Manager or designee to execute the amended Ventura County Area Agency on Aging Grant Contract No. A-8086 for the Provision of Services (Senior Nutrition Program & "Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Chief Financial Officer or designee to submit financial reports and grant claims for the use of Senior Nutrition grant funds; and
 2. Approve a budget appropriation to recognize one-time-only funds amending the Senior Nutrition grant award in the amount of \$137,973 for the FY 2018-2019 Senior Nutrition Program.

Fire Department

3. SUBJECT: Examination of Sales and Use Tax Records and Other Governmental Functions.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,208** authorizing examination of sales or transactions and use tax records of the California Department of Tax and Fee Administration for tax collection purposes and other governmental purposes. (Finance and Governance Committee approved 3-0)

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

L. REPORTS

Community Development Department

1. SUBJECT: Planning & Zoning Permit No. 19-600-01 - Pre-Application Review of the East Village Development Project, Located on the Northeast Corner of Rose Avenue and Camino Del Sol.
RECOMMENDATION: That the City Council review and provide preliminary comments on an updated request for pre-application review for the master planning of a 107 acres project site, known as “East Village Development Project” with residential, parks, high school with a Civic Center Act agreement, and commercial development.

Principal Planner Spondello, Jeffrey Weinstein of the Oxnard Union High School District, and Mike Penrod on behalf of the Maulhardt/Stiles family, gave reports.

Public comments were received from Anthony Mireles, Armando Delgado, Jeremy Turner, Chuck Cohen, Victor Gallardo, and Barbara Macri-Ortiz. Written comments were received from Christopher Tull. Discussion ensued among the Council, staff, and Penelope DeLeon and Mr. Weinstein of the high school district. No action was required.

2. SUBJECT: Planning & Zoning Permit No. 18-600-02 - Pre-Application Review of the Portofino Place Residential Development Project, Located on the Southeast and Southwest Corners of Fifth Street and Portofino Place. Filed by John Morelli on Behalf of Portofino Place, LLC.
RECOMMENDATION: That the City Council review and provide preliminary comments on:
 1. A Pre-Application to construct 45-duplex residential buildings (90 total units), inclusive of a 2,800 square-foot office/gym/pool building; 412 parking spaces; dog park; and children’s play area; and
 2. The applicant’s request to pay the City’s in lieu affordable housing fee instead of constructing the affordable housing units on site.

Principal Planner Figueroa gave a report. Public comments were received from Pat Brown, Julie Miller Kalbacher, Barbara Macri-Ortiz, Jim Meany, Kate Neiswender, and Roy Prince. Discussion ensued among the Council and staff. No action was required.

Human Resources Department

3. SUBJECT: Successor Memoranda of Understanding Between the City of Oxnard and the Oxnard Peace Officers Association and the Oxnard Public Safety Managers’ Association.
RECOMMENDATION: That City Council adopt **Resolution Nos. 15,209 and 15,210** approving the attached successor memoranda of understanding (MOU) with the following bargaining units:
 - a. Oxnard Peace Officers Association (OPOA); and
 - b. Oxnard Public Safety Managers’ Association (OPSMA).

The Human Resources Manager gave a report. Public comments were received from Julie Miller Kalbacher and Daniel Kalbacher. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning (PZ) Permit No. 17-580-01 (Zone Text Amendment) – Amendments to the Industrial Portion of the Zoning Ordinance, Chapter 16, Divisions 11-15 of the Oxnard City Code- Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing.
RECOMMENDATION: That the City Council introduce an ordinance (read by title only, waiving further reading) amending Chapter 16, Divisions 11 - 15 of the Oxnard City Code pertaining to regulations governing land uses and development regulations for uses within the Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing zoning districts, and implement the Planning Commission's recommendations.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Community Development Director and Principal Planner Figueroa gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Barbara Macri-Ortiz, Alex Castilla, Jim Meaney, and Pat Brown. 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 Councilwoman Basua, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:09 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2.**

DATE: April 2, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION

That the City Council adopt a resolution repealing Resolution No. 15,111 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests.

BACKGROUND

The Political Reform Act of 1974 (Government Code, §§ 81000 et seq.) (the "Act") requires all public agencies to adopt and maintain a conflict of interest code, which includes a list of positions that must file Statements of Economic Interests disclosing certain financial interests relating to particular duties. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code, §§ 87306, 87306.5.) The City Council is the code-reviewing body.

The City Clerk and the City Attorney's Office have reviewed the City's Conflict of Interest Code and have determined that updates and amendments to the Code are necessary. In addition to adding and deleting positions from the list of filers, the list was alphabetized by department and position. This update is needed at this time, and is not intended to serve as the regular biennial update of the Code, which is scheduled to be conducted in early 2020.

Attached is a clean version and a legislative (redline) draft of the proposed amended Conflict of Interest Code. The proposed revisions are based on the establishment and recognition of new positions that must be designated, the deletion of titles that have been eliminated, the consolidation of designated positions, and the placement of designated positions into their updated departments.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. 2019 Conflict of Interest Code Resolution and Clean Copy
2. 2019 Conflict of Interest Code Resolution and Redline Copy

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 15,111 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”), which was amended on April 17, 2018 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on April 2, 2018 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals Resolution No. 15,111.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 2nd day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY OF OXNARD CONFLICT OF INTEREST CODE

April 2019

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
<u>City Attorney's Office</u>	
Assistant City Attorney	1, 2
Deputy City Attorney	1, 2
Law Office Manager	5
<u>City Clerk's Office</u>	
City Clerk	5
Assistant City Clerk	5
<u>City Manager's Office</u>	
Assistant City Manager	1, 2
Communications and Marketing Manager	1, 2
Deputy City Manager	1, 2
Legislative Affairs Manager	1, 2
Management Analyst II/III	2, 3, 5
<u>City Treasurer's Office</u>	
Assistant City Treasurer	1, 2
<u>Community Development Department</u>	
Assistant Plan Check Engineer	3, 5, 6
Assistant Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Civil Engineer	3, 5, 6
Code Compliance Manager	5, 6
Deputy Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Development Services Director	1, 2
Development Services Manager	1, 2
Economic Development Manager	1, 2
Junior Civil Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6
Junior Planner	2, 3, 5, 6
Management Analyst II/III	2, 3
Permit Coordinator	2, 3, 5, 6
Plan Check Engineer	3, 5, 6
Planning and Environmental Services Manager	1, 2
Principal Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
Supervising Building Inspector	3, 5, 6
Supervising Civil Engineer	3, 5, 6

Cultural and Community Services Department

City Librarian	1, 5
Community Services Manager	1, 2, 5, 6
Cultural & Community Services Director	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Cultural Arts Supervisor	5
Library Circulation Supervisor	5
Library Management Analyst I	5
Library Services Supervisor	5
Library Systems Analyst	5
Management Analyst I/II	5, 6
Performing Arts Center Manager	5
Recreation Supervisor	5, 6

Finance Department

Assistant Chief Financial Officer	4
Budget Manager	5
Buyer	4
Chief Financial Officer	1, 2
Controller	5
Purchasing Manager	4

Fire Department

Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Fire Chief 1, 2

Fire Environmental Specialist I/II 6

Housing Department

Accounting Manager 1

Compliance Services Manager 1, 2

Grants Coordinator 5

Homeless Assistance Program Coordinator 5, 6

Housing Contract Administrator 4

Housing Director 1, 2

Housing Engineer 3, 5

Housing Financial Officer 1, 2

Housing Inspector 1, 2

Housing Maintenance Supervisor 5

Housing Modernization Superintendent 5

Housing Program Manager 6

Housing Program Supervisor 6

Housing Rehabilitation Program Manager 2, 3

Management Analyst I/II/III 3

Human Resources Department

Assistant Director of Human Resources 5

Human Resources Director 1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Human Resources Manager

5

Workers' Compensation Manager

5

Information Technology Department

Geographic Information Systems Coordinator

5

Information Technology Director

5

Information Technology Systems Administrator

5

Network Services Coordinator

5

Systems Administrator

5

Police Department

Assistant Police Chief

1, 2

Community Affairs Manager

5

Police Chief

1, 2

Police Commander

5, 6

Police Financial Manager

5

Police Records Manager

5

Public Safety Communications Manager

5

Public Works Department

Assistant Public Works Director

1, 2

City Engineer

1, 2

Chief Operator

5

Construction & Maintenance Engineer

1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor	5
Facilities Maintenance Supervisor	5
Fleet Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Services Operations Manager	5
Maintenance Services Manager	2, 3, 5
Management Analyst II/III	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Public Works Director	1, 2
Recycling Manager	5
Special Districts Manager	1, 2, 3
Special Districts Project Manager	1, 2, 3
Streets Manager	5
Technical Services Manager/Water Quality Manager	6
Traffic Engineer	1, 2
Transportation Services Manager	1, 2
Water Programs Manager	5
Water Resources Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Utilities Director	1, 2
Utilities Finance Officer	5
Wastewater Division Manager	2, 5, 6
Wastewater Maintenance Manager	5
Wastewater Operations Manager	5
Water Division Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Housing Development Corporation Member	1, 2
Measure "O" Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6
Oxnard Convention & Visitors Bureau Member	1, 2
Performing Arts Center Corporation Board of Directors Member	5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED****Miscellaneous**

Consultants and New Positions ²	1, 2
Acting Positions	Subject to the same disclosure as position performed
Interim Positions	Subject to the same disclosure as position performed

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 15,111 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”), which was amended on April 17, 2018 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on April 2, 2018 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals Resolution No. 15,111.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 2nd day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY OF OXNARD CONFLICT OF INTEREST CODE

~~MARCH 2018~~April 2019

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Deputy City Attorney	1, 2
Law Office Manager	5

City Clerk's Office

City Clerk	5
Assistant City Clerk	5

City Manager's Office

Assistant City Manager	1, 2
<u>Communications and Marketing Manager</u>	<u>1, 2</u>
<u>Deputy City Manager</u>	<u>1, 2</u>
<u>Legislative Affairs Manager</u>	<u>1, 2</u>
<u>Management Analyst II/III</u>	<u>2, 3, 5</u>
<u>Facilities Maintenance Supervisor</u>	<u>5</u>
<u>Fleet Services Operations Manager</u>	<u>5</u>
<u>Fleet Services Mechanic Supervisor</u>	<u>5</u>
<u>Fleet Manager</u>	<u>5</u>
<u>Geographic Information Systems Coordinator</u>	<u>5</u>
<u>Information Technology Director</u>	<u>5</u>

Information Technology Systems Administrator	5
Legislative Affairs Manager	1, 2
Maintenance Services Manager	2, 3, 5
Management Analyst II/III	2, 3, 5
Network Services Coordinator	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Media & Community Relations Manager	1, 2
Systems Administrator	5

City Treasurer's Office

Assistant City Treasurer	1, 2
-------------------------------------	-----------------

Community Development Department

Assistant Plan Check Engineer	3, 5, 6
Assistant Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6
Civil Engineer	3, 5, 6
Code Compliance Manager	5, 6
Deputy Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Development Services Director	1, 2
Development Services Manager	1, 2
Economic Development Director	1, 2
Economic Development Manager	1, 2

<u>Junior Civil Engineer</u>	<u>3, 5, 6</u>
<u>Junior Plan Check Engineer</u>	<u>3, 5, 6</u>
<u>Junior Planner</u>	<u>2, 3, 5, 6</u>
<u>Management Analyst II/III</u>	<u>2, 3</u>
<u>Permit Coordinator</u>	<u>2, 3, 5, 6</u>
<u>Plan Check Engineer</u>	<u>3, 5, 6</u>
<u>Planning and Environmental Services Manager</u>	<u>1, 2</u>
<u>Principal Planner</u>	<u>2, 3, 5, 6</u>
<u>Project Manager</u>	<u>2, 3, 5, 6</u>
<u>Supervising Building Inspector</u>	<u>3, 5, 6</u>
<u>Supervising Civil Engineer</u>	<u>3, 5, 6</u>
<u>Management Analyst II</u>	<u>5</u>
<u>Project Manager</u>	<u>2, 3</u>
<u>Development Services Department</u>	
<u>Development Services Director</u>	<u>1, 2</u>
<u>Development Services Manager</u>	<u>1, 2</u>
<u>Planning and Environmental Services Manager</u>	<u>1, 2</u>
<u>Management Analyst II</u>	<u>5</u>
<u>Code Compliance Manager</u>	<u>5, 6</u>
<u>Plan Check Engineer</u>	<u>3, 5, 6</u>
<u>Assistant Plan Check Engineer</u>	<u>3, 5, 6</u>
<u>Junior Plan Check Engineer</u>	<u>3, 5, 6</u>
<u>Supervising Civil Engineer</u>	<u>3, 5, 6</u>

Civil Engineer	3, 5, 6
Junior Civil Engineer	3, 5, 6
Supervising Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Principal Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6
Assistant Planner	2, 3, 5, 6
Junior Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
Permit Coordinator	2, 3, 5, 6

Cultural and Community Services Department

City Librarian	1, 5
Community Services Manager	1, 2, 5, 6
Cultural & Community Services Director	1, 2
Cultural Arts Supervisor	5
Library Circulation Supervisor	5
Library Management Analyst I	5
Library Services Supervisor	5
Library Systems Analyst	5
Management Analyst I/II	5, 6
Performing Arts Center Manager	5

Recreation Supervisor	5, 6
-----------------------	------

Finance Department

Assistant Chief Financial Officer	4
Budget Manager	5
Buyer	4
Chief Financial Officer	1, 2
Controller	5
Budget Manager	5
Accounting Purchasing Manager (Purchasing)	4
Assistant Chief Financial Officer	4
Buyer	4
Controller	5

Fire Department

Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5
Fire Chief	1, 2
Fire Environmental Specialist I/II	6
Fire Chief	1, 2
Assistant Fire Chief	1, 2
Battalion Chief	5, 6

CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5
Fire Environmental Specialist I/II	6

Housing Department

Accounting Manager	1
Compliance Services Manager	1, 2
Grants Coordinator	5
Homeless Assistance Program Coordinator	5, 6
Housing Contract Administrator	4
Housing Director	1, 2
Housing Engineer	3, 5
Housing Financial Officer	1, 2
Housing Inspector	1, 2
Housing Maintenance Supervisor	5
Housing Modernization Superintendent	5
Housing Program Manager	6
Housing Program Supervisor	6
Housing Rehabilitation Program Manager	2, 3
Management Analyst I/II/III	3
Accounting Manager	1
Grants Coordinator	5
Housing Contract Administrator	4

Housing Program Manager	6
Housing Program Supervisor	6
Housing Maintenance Supervisor	5
Housing Modernization Superintendent	5
Housing Rehabilitation Program Manager	2, 3
Housing Engineer	3, 5
Homeless Assistance Program Coordinator	5, 6
Compliance Services Manager	1, 2
Management Analyst I/II/III	3

Human Resources Department

Assistant Director of Human Resources	5
Human Resources Director	1, 2
Human Resources Manager	5
Workers' Compensation Manager	5
Assistant Director of Human Resources	5
Human Resources Manager	5
Workers' Compensation Manager	5

Cultural and Community Services Department

Cultural & Community Services Director	1, 2
City Librarian	1, 5
Library Services Supervisor	5
Library Circulation Supervisor	5

Library Systems Analyst	5
Library Management Analyst I	5
Recreation Supervisor	5, 6
Community Services Manager	1, 2, 5, 6
Management Analyst I/II	5, 6
Performing Arts Center Manager	5
Cultural Arts Supervisor	5

Information Technology Department

Geographic Information Systems Coordinator	5
Information Technology Director	5
Information Technology Systems Administrator	5
Network Services Coordinator	5
Systems Administrator	5

Police Department

Assistant Police Chief	1, 2
Community Affairs Manager	5
Police Chief	1, 2
Police Commander	5, 6
Police Financial Manager	5
Police Records Manager	5
Public Safety Communications Manager	5
Police Chief	1, 2
Assistant Police Chief	1, 2
Police Commander	5, 6

Police Financial Manager	5
Community Affairs Manager	5
Police Records Manager	5
Public Safety Communications Manager	5

Public Works Department

Assistant Public Works Director	1, 2
City Engineer	1, 2
Chief Operator	5
Construction & Maintenance Engineer	1, 2
Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor	5
Facilities Maintenance Supervisor	5
Fleet Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Services Operations Manager	5
Maintenance Services Manager	2, 3, 5
Management Analyst II/III	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Public Works Director	1, 2
Recycling Manager	5
Special Districts Manager	1, 2, 3

<u>Special Districts Project Manager</u>	<u>1, 2, 3</u>
<u>Streets Manager</u>	<u>5</u>
<u>Technical Services Manager/Water Quality Manager</u>	<u>6</u>
<u>Traffic Engineer</u>	<u>1, 2</u>
<u>Transportation Services Manager</u>	<u>1, 2</u>
<u>Water Programs Manager</u>	<u>5</u>
<u>Water Resources Manager</u>	<u>2, 5, 6</u>
<u>Utilities Director</u>	<u>1, 2</u>
<u>Utilities Finance Officer</u>	<u>5</u>
<u>Wastewater Division Manager</u>	<u>2, 5, 6</u>
<u>Wastewater Maintenance Manager</u>	<u>5</u>
<u>Wastewater Operations Manager</u>	<u>5</u>
<u>Water Division Manager</u>	<u>2, 5, 6</u>
<u>Public Works Director</u>	<u>1, 2</u>
<u>Transportation Services Manager</u>	<u>1, 2</u>
<u>Traffic Engineer</u>	<u>1, 2</u>
<u>Management Analyst II/III</u>	<u>5</u>
<u>Water Programs Manager</u>	<u>5</u>
<u>Water Resources Manager</u>	<u>2, 5, 6</u>
<u>Environmental Resources/MRF Manager</u>	<u>2, 5, 6</u>
<u>Environmental Resources Supervisor</u>	<u>5</u>
<u>Supervisor Maintenance</u>	

Environmental Resources Supervisor—Health & Safety	5
Environmental Resources Supervisor—Zero Waste/Recycling	5
Environmental Resources Supervisor—Collections	5
Construction & Maintenance Engineer	1, 2
Recycling Manager	5
Streets Manager	5
Chief Operator	5
Wastewater Operations Manager	5
Wastewater Maintenance Manager	5
Technical Services Manager/Water Quality Manager	6
Utilities Director	1, 2
Utilities Finance Officer	5
Water Division Manager	2, 5, 6
Wastewater Division Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2
Measure “O” Citizen Oversight Committee Member	1, 2

Mobilehome Park Rent Review Board Member	2, 6
Oxnard Convention & Visitors Bureau Member	1, 2
Performing Arts Center Corporation Board of Directors Member	5, 6
Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Mobilehome Park Rent Review Board Member	2, 6
Performing Arts Center Corporation Board of Directors Member	5, 6
Measure “O” Citizen Oversight Committee Member	1, 2
Parks, Recreation and Community Services Commissioner	1, 2
Cultural Arts Commission Commissioner	1, 2
Senior Services Commission Commissioner	1, 2
Library Board Member	1, 2

Miscellaneous

<u>Consultants and New Positions²</u>	1, 2
--	------

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

Acting Positions

Subject to the same disclosure as position performed

Interim Positions

Subject to the same disclosure as position performed

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services,

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3.**

DATE: April 2, 2019
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Citizen Advisory Group Ordinance Adoption.

RECOMMENDATION

That the City Council adopt Ordinance No. 2957 amending Article II Chapter 2 of the Oxnard City Code relating to Citizen Advisory Groups.

BACKGROUND

Ordinance No. 2957 amends Article II to Chapter 2 of the City Code relating to citizen advisory groups. At its regular meeting of March 5, 2019, the City Council approved the first reading by title only and waived further reading of Ordinance No. 2957 by a 5-1-1 vote, with Councilmember Madrigal voting "No," and Mayor Pro Tem Ramirez abstaining.

Councilmember MacDonald moved to approve the recommended action, with a modification to Sec. 2-33 of the ordinance, "Resignation by Absence." Sec. 2-33 now reads as follows:

"If any member of a citizen advisory group has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the member shall be deemed to have resigned from the citizen advisory group."

If adopted, Ordinance No. 2957 would take effect May 2, 2019.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

There is no significant financial impact associated with this report. Staff will purchase digital audio recorders for the Boards and Commissions.

COMMITTEE OUTCOME

At the February 12, 2019 Finance and Governance Committee meeting, committee members approved these recommendations and provided the following additional direction:

- 1) Strike the requirement that a CAG volunteer be a registered voter of the City, and replace it with residency requirement.
- 2) Revisit the nepotism limitation.
- 3) Conduct an assessment of the purpose and effectiveness of the City's CAGs – this is to begin after the next City budget is finalized.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. CAG Ordinance No. 2957 Adoption

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2957

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING
ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE RELATING TO
CITIZEN ADVISORY GROUPS

WHEREAS, a Citizen Advisory Group (“CAG”) is any Board, Commission or Committee that advises the City Council on various important city matters, performs certain delegated functions, and to which the City Council appoints interested volunteers; and

WHEREAS, the Senior Services Commission, Commission on Community Relations, Library Board, Parks, Recreation and Community Services Commission, Homeless Commission, Planning Commission, and Cultural Arts Commission Committee are CAGs appointed by City Council; and

WHEREAS, the City Council desires to make various changes to the manner by which CAG members of these commissions are appointed, how CAG business is conducted, and CAG appointment procedures.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

PART 1. Article II of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

“DIVISION 2. CITIZEN ADVISORY GROUPS; GENERAL

SEC. 2-30. APPLICATION.

The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, library board, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.

SEC. 2-31. MEETING LOCATIONS.

All citizen advisory group meetings shall be open to the public and held in a publicly owned building. The time, day and location of all regular meetings of a citizen advisory group shall be filed with the city clerk.

SEC. 2-32. NOTICE OF MEETINGS; MINUTES.

The secretary shall be responsible for properly noticing all regular and special meetings of the citizen advisory group and maintaining minutes of the meetings.

SEC. 2-33. RESIGNATION BY ABSENCES.

If any member of a citizen advisory group has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the

member shall be deemed to have resigned from the citizen advisory group. The secretary shall notify the city clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the citizen advisory group on the date that the city clerk receives notice from the secretary.

SEC. 2-34. REMOVAL OF A MEMBER.

A citizen advisory group member may be removed at the pleasure of the city council.

SEC. 2-35. COORDINATION BETWEEN CITY COUNCIL AND CITIZEN ADVISORY GROUPS.

(A) The secretary shall promptly inform the city council, through the city manager, of policy decisions or recommendations adopted by a citizen advisory group.

(B) A copy of the minutes of all citizen advisory group meetings shall be promptly posted to the city's website.

SEC. 2-36. APPOINTMENT; TERMS; VACANCY

(A) The mayor, with the approval of the city council, shall appoint the members of each commission. Each council member shall strive to nominate a commissioner from the council members' district to serve on each commission. The mayor shall nominate one commissioner at-large for each commission.

(B) Except for the planning commission, the first three members of each commission nominated by city council members representing Districts 3, 4 and 6 appointed after this division becomes effective shall serve until December 31, 2020, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The next four members of each commission nominated by city council members representing Districts 1, 2, 5 and the mayor's at-large nominees appointed after this division becomes effective shall serve until December 31, 2022, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. All members of each commission appointed thereafter shall serve until December 31 of the final year of the appointing council members' term or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code. The Mayor's appointees shall serve until the end of the term of the councilmembers for Districts 3, 4 and 6, or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A commissioner may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. This provision applies prospectively to all commissions. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) In the event of a vacancy, the council member or mayor who made the original appointment shall nominate a replacement to complete the term of the member creating the vacancy.

SEC. 2-37. BACKGROUND CHECKS

Each commissioner shall undergo the city's formal background check procedures prior to appointment to serve on a commission.

SEC. 2-38. ELIGIBILITY

The following persons shall not serve as a commissioner:

- (A) The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law of a City employee or elected City official, or any person with whom a city employee or elected city official has a relationship in loco parentis (i.e. acting in the role of a parent);
or
- (B) A current city employee or elected city official.
- (C) Sec. 2-38, subsection (A) shall not apply to persons seeking reappointment to a citizen advisory group in which he or she serves on as of January 1, 2019.

SEC. 2-39. RULES OF PROCEDURE; QUORUM

- (A) Each commission shall follow Rosenberg's Rules of Order.
- (B) Except for the planning commission, a majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business of any commission.

SEC. 2-40. AUDIO RECORDED PROCEEDINGS

Except for the planning commission, which shall be televised to the extent feasible, all commission meetings shall be audio recorded, and archived on the city's website.

SEC. 2-41. SECRETARY

The city manager shall designate a city staff member to serve as a nonvoting secretary to each commission.

DIVISION 3. SENIOR SERVICES COMMISSION

SEC. 2-45. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a senior services commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be over the age of 49.

SEC. 2-46. POWERS AND DUTIES.

The powers and duties of the senior services commission shall be as follows:

(A) Analyze, define and investigate issues and the needs of senior citizens in the city and advise the city council on such matters;

(B) Develop and recommend solutions for problems affecting senior citizens to the city council and other appropriate community organizations and agencies;

(C) Disseminate information and educational materials and reports that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens;

(D) Serve as a liaison between the city council and the community in matters concerning senior citizens; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the senior services commission may determine necessary to improve the quality of life for senior citizens in the city.

DIVISION 4. COMMUNITY RELATIONS COMMISSION

SEC. 2-47. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on community relations composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-48. POWERS AND DUTIES.

The powers and duties of the community relations commission shall be as follows:

(A) Analyze, define, and investigate community relations issues and needs in the city and advise the city council on matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(B) Promote mutual understanding and respect among all residents of the city and work to discourage and prevent practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(C) Disseminate information and educational materials and reports that will assist in the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(D) Investigate and study complaints of violations of State statutes relating to practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit in publicly assisted housing accommodations;

(E) Assist various groups and agencies within the city to cooperate in educational campaigns devoted to the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit;

(F) Cooperate with enforcement agencies to ensure that no person in the city is deprived of equal services furnished in the city by reason of violation of any State law prohibiting differences in treatment or favoritism of persons on a basis other than individual merit;

(G) Cooperate with city, State, federal and other agencies in order to promote better community relations;

(H) Review the current equal employment opportunity status of the city;

(I) Serve as an information resource between the city council and community in matters concerning equal employment opportunity;

(J) Endorse community events, by resolution or proclamation approved by a majority of the members present, that improve community relations in the city and are consistent with the duties of the community relations commission; and

(K) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the community relations commission may determine necessary to improve community relations in the city.

DIVISION 5. LIBRARY BOARD

SEC. 2-49. PUBLIC LIBRARY ESTABLISHED.

A public library is hereby established in and for the city to be known and designated as the Oxnard Public Library.

SEC. 2-50. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a library board composed of seven members.

(B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-51. POWERS AND DUTIES.

The powers and duties of the library board shall be as follows:

- (A) Advise the city council on policies and procedures relating to the public library;
- (B) Investigate the nature and scope of the needs of the public library;
- (C) Recommend policies and programs related to the public library for consideration by the city council;
- (D) Assist the public library staff in reviewing and evaluating programs and services of the public library;
- (E) Make recommendations to the city council for improvements to the public library;
- (F) Represent the needs and views of the community to the public library staff and to the city council; and
- (G) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the library board may determine necessary to improve the operations of the public library.

DIVISION 6. PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

SEC. 2-52. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a parks and recreation and community services commission composed of seven members.
- (B) A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

SEC. 2-53. POWERS AND DUTIES.

The powers and duties of the parks and recreation and community services commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the parks and recreation and community services activities in the city;
- (B) Serve as a liaison between the city council and the community in matters related to parks and recreation and community services activities;

- (C) Advise city staff on future parks and recreation and community services programs;
- (D) Receive suggestions on general community parks and recreational and community services policy issues and make recommendations to the city council; and
- (E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the parks and recreation and community services commission may determine necessary to improve parks and recreation and community services activities in the city.

DIVISION 7. PLANNING COMMISSION

SEC. 2-54. DUTIES.

A planning agency consisting of planning commissioners, to be known collectively as the planning commission ("commission"), is created and established to perform the following functions and duties:

- (A) The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;
- (B) The functions set out in Cal. Gov't Code, Sections 65103, 65400, 65401 and 65402; and
- (C) The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

SEC. 2-55. COMPOSITION.

(A) The commission shall consist of seven members appointed by the city council. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

(B) Commissioners nominated by city council members representing Districts 1, 2 and 5 appointed after this division becomes effective shall serve until December 31, 2022. Thereafter, city council members for Districts 1, 2, and 5 shall nominate commissioners every four years, unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member shall nominate a replacement for that commissioner. The next four commissioners nominated in 2020 by city council members representing Districts 3, 4, 6, and the mayor's at-large nominee, appointed after this division becomes effective shall serve until December 31, 2024. Thereafter, the council member for Districts 3, 4, and 6 and the mayor shall nominate commissioners every four years unless a vacancy occurs during the term of a commissioner. In that circumstance, the nominating council member or mayor shall nominate a replacement for that commissioner. All members of the commission appointed thereafter shall serve until December 31 of the fourth year after the date of appointment or until a successor is appointed, unless the member is earlier removed by the city council, dies, resigns or is deemed to have resigned pursuant to this code.

(C) A member of the commission may be reappointed by the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.

(D) Each member of the planning commission shall have one vote. Four members shall constitute a quorum for the transaction of business.

(E) Members of the commission shall select one of their number as chair and another as vice-chair, both serving for one year or until their successors are appointed, unless they are earlier removed from such positions by a majority vote of the members of the commission.

SEC. 2-56. FINANCES.

The city council shall provide the funds and equipment necessary for the work of the commission.

SEC. 2-57. TELEVISED PROCEEDINGS.

To the extent feasible, public proceedings of the commission shall be televised.

DIVISION 8. RELOCATION APPEALS BOARD

[Reserved]

DIVISION 9. YOUTH COMMISSION

[Reserved]

DIVISION 10. COMMISSION ON HOMELESSNESS

SEC. 2-70. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a commission on homelessness composed of 7 members.

(B) A member shall serve without compensation and shall be at least 18 years of age.

SEC. 2-71. POWERS AND DUTIES.

The powers and duties of the commission on homelessness shall be as follows:

(A) Advise the city council on all matters pertaining to homelessness in the city;

(B) Serve as a liaison between the city council and the community in matters related to homelessness issues;

(C) Review and evaluate programs, requests for homeless funds, and homeless services in the city;

(D) Recommend programs, strategies, and funding for preventing and reducing the incidence of homelessness in the city; and

(E) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the commission on homelessness or city council may determine necessary to address homelessness issues.

DIVISION 11. CULTURAL ARTS COMMISSION

SEC. 2-72. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a cultural arts commission composed of seven members.

(B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

SEC. 2-73. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

(A) Advise the city council on all matters pertaining to the cultural arts in the community;

(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and/or art related projects and proposals;

(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;

(D) Provide a local, state and national network of support and supporters of the local arts;

(E) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of requests for proposals matches skills assessed by evaluators in the review process;

(F) Develop public arts projects that include developing written materials for soliciting participation, appointing and training selection panels, and reviewing and recommending funding to ensure integrity of such processes;

(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;

(H) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;

(I) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;

(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and

(K) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council.”

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

PART 3. 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 of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City council’s adoption of the ordinance.

PART 4. 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. 2957 was first read on March 5, 2019, and finally adopted on April 2, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.**

DATE: April 2, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Adoption of Ordinance No. 2958, Pertaining to Planning and Zoning (PZ) Permit No. 17-580-01 (Zone Text Amendment) – Amendments to the Industrial Portion of the Zoning Ordinance, Chapter 16, Divisions 11-15 of the Oxnard City Code- Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing.

RECOMMENDATION

That the City Council adopt Ordinance No. 2958 (by title only, further reading waived), amending Chapter 16, Divisions 11 – 15 of the Oxnard City Code pertaining to regulations governing land uses and development regulations for uses within the Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing zoning districts, and implement the Planning Commission’s recommendations.

BACKGROUND

This ordinance was introduced at the March 19, 2019 City Council meeting. There has been no communication received since its introduction. If the ordinance is adopted April 2, 2019, it will take effect after 30 days.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City’s available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Action/Task 2.a.1 Update industrial zoning code sections to address current needs

Objective 2b. Improve relationships and communication between the City and the business community.

Goal 3. Enhance business retention and attraction.

Objective 4a. Streamline internal process to ensure government efficiencies.

FINANCIAL IMPACT

No fiscal impacts are associated with the adoption of the Zone Text Amendment Ordinance.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Isidro Figueroa, Principal Planner

ATTACHMENTS

1. Attachment A - Ordinance No. 2958

ORDINANCE NO. 2958

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING DIVISIONS 11 TO 15 OF ARTICLE III, OF CHAPTER 16 OF THE CITY OF OXNARD CITY CODE RELATING TO INDUSTRIAL USES AND REPLACING WITH NEW DIVISION 11 TITLED 'INDUSTRIAL ZONES' UNIFYING ALL INDUSTRIAL ZONES PREVIOUSLY FOUND WITHIN REPLACED DIVISIONS 11 TO 15 OF CHAPTER 16 OF THE CITY CODE UNDER ONE DIVISION IN ORDER TO PROVIDE FOR FORMAT REVISIONS TO THE INDUSTRIAL ZONING REGULATIONS AND AMENDING REGULATIONS RELATING TO COMMERCIAL, OFFICE AND OUTDOOR USES AND PERMITTING AUTHORITY CONSISTENT WITH THE 2030 GENERAL PLAN.

WHEREAS, the City of Oxnard 2030 General Plan was adopted on October 11, 2011; and

WHEREAS, on May 17, 2017, the City of Oxnard (the **“Applicant”** and/or **“Permittee”**) submitted a proposed zoning text amendment to revise the format of the industrial zoning regulations for the City and amends regulations to commercial, office and outdoor uses in industrial zones and provides permitting authority for permitted and conditionally permitted uses; and

WHEREAS, on April 11, 2018, a public workshop was held for the industrial community and the general public to receive community input on the proposed zoning text amendments; and

WHEREAS, on April 5, 2018, a project webpage was created to update and inform the general public and stakeholders about the proposed zone text amendments; and

WHEREAS, on April 9, 2018, an Industrial Code Update survey was posted on the Project's webpage to gauge the industrial community and general public about the needs and improvements of the industrial zones. The survey was available from April 9 to April 30; and

WHEREAS, on April 9, 2018 staff informed the City of Oxnard Chamber of Commerce Business Advocacy Committee about the Industrial Code Update workshop and survey and on June 11, 2018, staff informed the Business Advocacy Committee about the draft Industrial Code Update being posted on the Project's webpage and future public hearing dates; and

WHEREAS, on June 12, 2018, the draft Industrial Code Update was posted on the Project's webpage to inform the general public and industrial community of the proposed zone text amendment and staff requested that the general public and the industrial community review the send comments on the Industrial Code Ordinance between June 12 to July 2; and

WHEREAS, on July 19, 2018, the Planning Commission of the City of Oxnard conducted a study session to receive an overview of the draft Industrial Code Update, received public comment and provide input to staff; and

WHEREAS, on November 15, 2018, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 17-580-01 (Zone Text Amendment) (the **“Project”**) in accordance with the

Oxnard City Code, and

WHEREAS, on March 19, 2019, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 17-580-01 (Zone Text Amendment) in accordance with the Oxnard City Code, and

WHEREAS, the Zone Text Amendment clarifies the review authority and permit procedures, refine allowed use and development standards for each of the City's Industrial Zone Districts, and establish specific use provisions consistent with the action items and policy directives in the 2030 General Plan. The proposed Zone Text Amendment would ensure that Chapter 16 of the Oxnard City Code is consistent with the 2030 General Plan; and

WHEREAS, the proposed Zoning Text Amendment is in the public interest and reflect the input from residents, decision-makers, and other stakeholders in the community. There are no changes recommended under the proposed zoning text amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed Zone Text Amendment does not involve any direct physical changes to the environment. There are no changes in landforms or land uses are proposed as a part of the proposed Zone Text Amendment and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety. Moreover, the proposed Zone Text Amendment would be consistent with the land uses and development anticipated by the 2030 General Plan; and

WHEREAS, the proposed Zone Text Amendment to Chapter 16 of the City of Oxnard Code would establish consistency internally and with other titles of the Oxnard Municipal Code; and

WHEREAS, the adoption of Zone Text Amendment would be a reasonable exercise of the City's police 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, under California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) 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, the action is not subject to CEQA; and

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Division 11 to 15 of Chapter 16 of the City Code shall be repealed and replaced with new Division 11 titled "Industrial Use Zones" and Chapter 16 of the City Code shall be amended as shown on Exhibit A.

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the 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. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 5. 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 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2958 was first read on April 2, 2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 2nd day of April, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5.

DATE: April 2, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) at Oxnard Transit Center.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a trade services agreement with Professional Security Consultants (PSC), the low bidder for security services at the Oxnard Transit Center at 201 East Fourth Street, not to exceed \$691,502 for three years (Agreement No. 8527-19-DS) as recommended by the Public Works and Transportation Committee; and
 2. Approve a budget appropriation of \$57,626 to fund the trade services agreement for the balance of the fiscal year 2018-2019 as recommended by the Public Works and Transportation Committee.
- (Public Works & Transportation Committee approved 3-0)

BACKGROUND

The Purchasing Agent issued a request for bids No. DS 19-29 on October 25, 2018, for unarmed security services at the Oxnard Transit Center (OTC) at 201 E. Fourth Street. The OTC operates 365 days a year as the center for train and bus service to the region. The security staff is on site from 5:00 a.m. to 10:00 p.m. Monday through Friday (the building opens at 6:00 a.m.), and 6:00 a.m. to 10:00 p.m. on Saturday and Sunday. The City received 3 bids by the due date, and 2 were responsive. The selected bidder, PSC, provided the lowest responsible and responsive bid. The City requested quotes on two levels of service. Service Level I would provide security services during open hours, and Service Level II would provide security services during closed hours. Staff recommends awarding a three-year contract only for Service Level I due to cost. The contract would begin on April 30, 2019 and expire on April 30, 2022.

PSC currently provides security services for the:

- OTC (temporary services) (Agreement No. 8489-18-DS)
- Oxnard central business district, Oxnard Public Library, and Service Center (Agreement No. A-8007)
- Del Norte Regional Recycling and Transfer Station, Headworks Facility, Advanced Water Purification Facility, and Oxnard Wastewater Treatment (Agreement No. A-7985).

PSC has provided synergy with the OTC and central business district under existing contracts at no additional cost to the OTC. PSC's contract for temporary security services at the OTC expires on April 30, 2019. The vendor for security services during closed hours is Boyd & Associates (Agreement No. 8466-18-DS).

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total estimated cost of the agreement is \$691,502. The estimated cost for the first year is \$230,500.65. To fund the Fiscal Year (FY) 2018-19 annual costs, additional funding in the amount of \$57,626 will be required to fund the balance of the FY 2018-19 contract. The appropriation will be appropriated to TDA Fund-Oxnard Transportation Center Professional Contract (Account 213-3110-803.82-09). The Unassigned Fund Balance of TDA LTF4 Fund 213 will be \$491,215, net of this recommendation. The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY19-20, FY20-21, and FY 2021-22.

The vendor's hourly wage rate would be adjusted annually on July 1 for increases in the living wage. The low bidder's hourly rate for security guards is \$24.62 per hour for Service Level I. This is the same rate as the temporary services. The vendor is not eligible to be paid overtime under the agreement (the vendor must comply with all labor laws), and is expected to schedule employees to cover the time period without overtime charges to the City. The estimated total amount of the agreement assumes 2.5% increases would occur in the Consumer Price Index for All Urban Consumers (CPI-U) described in the City's Living Wage Policy. The following Table 1 summarizes this information.

Table 1

Contract Year	Annual Estimated Cost	CPI-U Assumption
1	\$230,500.65	2.5%
2	\$236,263.16	2.5%
3	\$242,169.74	2.5%
Total	\$691,502.00	

(Note: Living Wage Policy requires annual adjustment on July 1 using the index prepared by the US Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.)

The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213). The FY 2018-19 claim for Article 4 Local Transportation Funds was \$535,351, which included an amount for bus bench maintenance. The claim amount is established by a formula with annual adjustments. Other revenue sources for the OTC operations are rents (lease revenues) and utility pro-rata share payments from tenants. The FY 2018-19 adopted budget for lease revenues (which includes utility share payments) is \$224,191.

COMMITTEE OUTCOME

The Public Works & Transportation Committee voted 3-0 on March 12, 2019, to approve the staff recommendation to approve the trade services agreement and to provide the additional \$57,626 for the contract through the end of the fiscal year, and to forward the item for Council approval. During the Committee meeting, Councilmember Perello asked what hourly rates were paid during holidays and Sundays and if there is a conflict between hourly rates, overtime and holiday rates. Consistent with Scope of Services Section 2.d, the City will not pay overtime for Vendor's employees; however, the Vendor will pay employees time and a half for identified holidays in the agreement. This arrangement is internally consistent and no conflict exists.

Prepared by: Cynthia Daniels, Project Manager

ATTACHMENTS

1. Attachment A - Trade Services Agreement with Professional Security Consultants
2. Attachment B - Budget Appropriation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 30, 2019
- (2) Vendor: Professional Security Consultants, Inc.
- (3) Services: Security Guard Services for the Oxnard Transportation Center.
- (4) Agreement Ending Date: April 30, 2022
- (5) Total Agreement Amount: \$691,502. The cost for living wage increases will be determined each July 1 and incorporated by amendment to the Agreement.
- (6) City's Project Manager: Cynthia Daniels, Project Manager
- (7) Vendor's Project Manager: Shaul Maouda, Sr. Vice President
- (8) Insurance Coverage: INS-B
- (9) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (10) Addresses for Notice:
- | | |
|---|--|
| <p><i>FOR VENDOR:</i></p> <p>11454 San Vicente Blvd.
Los Angeles, CA 90049
Attn: Shaul Maouda, Sr. Vice President</p> | <p><i>FOR CITY:</i></p> <p>214 S. 'C' Street, Oxnard, CA 93030
Oxnard, CA 93030
Attn: Cynthia Daniels, Project Manager</p> |
|---|--|
- (11) Contact Emails: smaouda@pscsite.com cynthia.daniels@oxnard.org
- | | |
|---|---|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>Shaul Maouda, Sr. Vice President</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>Cynthia Daniels, Project Manager</p> |
|---|---|

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

- | | |
|---|--|
| <ul style="list-style-type: none"> ☒ Scope of Services Exhibit ☒ Rates and Costs Exhibit ☐ Schedule of Services Exhibit | <ul style="list-style-type: none"> ☒ Living Wage Policy Exhibit ☐ Prevailing Wages Exhibit ☒ Insurance Exhibit (INS-B) |
|---|--|

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor

may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

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

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

18. Confidentiality of Information.

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

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

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

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

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

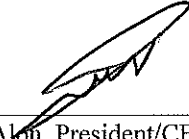
[Signatures on next page]

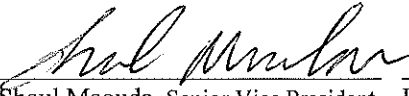
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

PROFESSIONAL SECURITY CONSULTANTS, INC.

☐ Tim Flynn, Mayor¹ _____ Date _____

 _____ 2/2/2019
Moshe Alon, President/CEO² Date

 _____ 2/7/19
Shaul Maouda, Senior Vice President Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

1. Vendor shall provide unarmed security patrol services to the Oxnard Transit Center (OTC) located at 201 East Fourth Street, Oxnard Ca. The vendor is expected to serve as the City's main customer contact for visitors to the Oxnard Transit Center during business hours. The City does not have an on-site property manager so the lead on-site security guard will serve as a liaison to notify City staff of issues about property management that require repairs to the premises. The main concentration of patrol time during open hours is located in and around the OTC and its surrounding parking lots, and train and bus loading platforms. Attachment 1 is a Patrol Area map of the facility. The Vendor shall provide Service Level I for daytime operations, while the building is open to the public. The OTC has a significant problem with homeless persons sleeping, loitering and engaging in other illegal activity on the property after business hours. The City expects the Vendor's security guards to prevent and deter trespassers being removed within the premises.

2. Service Level I. During Open Hours

- a. One uniformed patrolperson on site from 5:00 a.m. to 10:00 p.m., Monday – Friday and Saturday and Sunday from 6:00 a.m. – 10:00 p.m., seven days.
- b. Two uniformed patrolpersons on site during peak hours of operation from 9:00 a.m. – 6:00 p.m. Monday – Friday, and from 9:00 a.m. to 5:00 p.m. Saturday – Sunday.
- c. Patrols will take place periodically by a variety of means. Patrols may include vehicles, bicycle, foot, video surveillance, and a combination thereof.
- d. It is up to the vendor to schedule their employees according to the hours above. The City will not pay the vendor for any over-time hours under any conditions. Vendor pays their employees for time and a half for six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas in accordance with Rates and Costs Exhibit.

3. Patrolperson Responsibilities

The assigned security guard will:

- a. Patrol assigned areas as required. The assigned areas include bus platforms, train platforms, lobby and kiosks areas, restrooms, waiting areas, public areas within and outside the building, and both long-term and short-term parking lots.
- b. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.
- c. Provide information as directed to employees, the public, and visitors of the OTC.
- d. Deter loss, damage, or misuse of the property.
- e. Open and close the OTC, utilizing the alarm systems.
- f. Regularly survey the security and safety status of the OTC area and report findings.
- g. Assist in the evacuation of OTC area patrons and employees as necessary.
- h. Monitor activity occurring within the OTC and on the OTC property. Investigate any suspicious activity and notify law enforcement when appropriate.
- i. Assist fire department, medical services, and police agencies as necessary.
- j. Maintain and update the security procedures manual, commonly known as "Post Orders."
- k. Maintain a professional appearance at all times.
- l. Provide a daily log noting exceptional events and observations.
- m. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
- n. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave the property.
- o. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
- p. Provide one copy of any subpoena for records to the City of Oxnard City Attorney's Office, 305 West Third Street, Oxnard, within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena

for records within 48 hours of receiving a subpoena.

- q. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

4. Vendor Responsibilities

- a. Vendor will provide adequate supervision for all patrolpersons.
- b. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
- c. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
- d. Vendor must be and maintain a current private patrol operator license with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. Each security officer and supervisor assigned to this project must be able to speak, read, and write in English.
- f. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
- g. At least one patrolperson on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons.
- h. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on the property.
- i. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence.
- j. Written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the downtown and central business district

5. Reports of Violation of Laws

No patrolperson shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law that come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

6. Vendor and Employee, Training, Conduct and Decorum

- a. Vendor must demonstrate that its employees have attended training and received, and have current, appropriate certification issued by the State of California
- b. All security officers are expected to be pleasant and helpful to all persons they interact with, especially in high-pressure situations
- c. All security officers are to be dressed in clean and clearly-marked uniforms indicating their role as a security officer, and are to carry with them basic equipment such as notepad, writing instrument, flashlight, radio, Vendor-provided cell phone, and any other relevant equipment necessary to carry out their job tasks
- d. All security officers shall refrain from reading newspapers, magazines, books, etc., or eating while performing their duties (excluding paid break times). While on duty, the usage of cell phones, City-provided telephones and fax machines, City-provided radios, and computers shall be job related.

RATES AND COSTS EXHIBIT

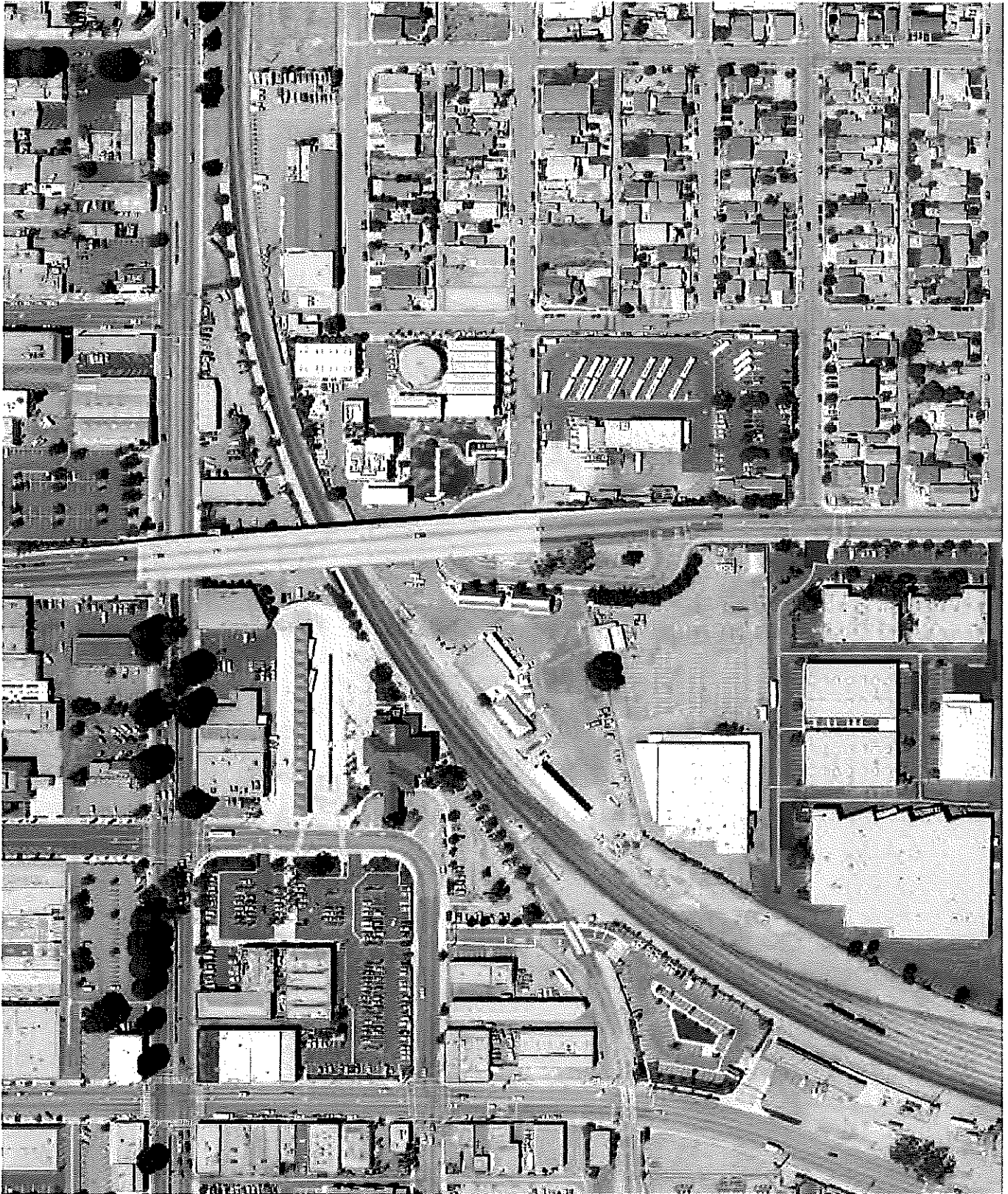
<i>Service Level #</i>	<i>Yr. No.</i>	<i>Total</i>
Service Level 1: During Open Hours	1	\$230,500.65
Service Level 1: During Open Hours	2	\$236,263.16
Service Level 1: During Open Hours	3	\$242,169.74

Rates:

Guard cost perhour is \$24.62 except for holidays.

Guard cost per holiday hour is \$36.93 for six City holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas

ATTACHMENT 1
PATROL AREA MAP



**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. 8527-19-DS
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.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 \$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				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. 8527-19-DS****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone: _____		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence	
NAMED INSURED		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:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
COVERAGE		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE			
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: 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. 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. 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. 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. 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. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. 8527-19-DS P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ 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

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits

☐ In Addition to Limits

Telephone:

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

NAMED INSURED

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:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

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
Attn: Insurance Compliance
Reference No. 8527-19-DS
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
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 _____

LIVING WAGE POLICY EXHIBIT

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

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

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

General Information

The Budget Appropriation Change is
true if there is an increase in the
there is an increase to

Enter the names in the
Phone number of that

Enter a one or two sentence
automatically wrap).

Accounts and Amounts

This section is broken

Fund

Program/Project

Account Code

Account Name

Amount

Feel free to add a line
Be sure to confirm that

If the BA does not increase
to Fund Balance is calculated

If only one fund, delete
equal the sum of expenditures

If additional funds are
Appropriation Change
sum of expenditure sum

Approvals

The Department Director

REQUEST FOR BUDGET APPROPRIATION

Instructions

1

ation (BA) is used when Council authorization is required. This is typically
ease to a fund, such as when appropriating new revenues or fund balance, and when
a project budget or a new project.

2 appropriate spaces for **Department** and **Program/Project Manager** and enter the
3 individual. The **Date** is a formula that enters the date the form is prepared.

4 sentence reason for the BA in the box under **Reason for Appropriation** (the text will

Notes

5 out by fund and by revenues and expenditures within each fund.

Enter the name of the fund and the fund number in parenthesis, example:

General Fund (101)

In the space indicated, enter the program name or project name and number with the
number in parenthesis. If a project number is not available, enter (N/A). Example:

Highway 101 - Rice Interchange (873114)

In the space indicated, enter the account code. Please use a valid code. Contact Finance
for assistance. Example:

354-9718-826.84-02

In the space indicated, enter the account name (it is not necessary to enter the group part of
the name). Example:

Photocopy Charges

It is not necessary to enter "Other Services" first.

In the amount column for each account, enter an increase as a positive and a decrease as a
negative amount. This is true for both revenues and expenditures.

for each new account. Please use the insert command to add above the sub-total line.
6 at all added lines are in the sum range.

7 include revenues, you may delete that section, however, please verify that the Net Change
calculating correctly.

8 te the entire fund section and adjust the Net Appropriation Change formula which should
nditure sub-totals.

9 required, it is best to copy an existing fund section and inserting above the Net
0 line. Again, please verify the formula picks up the new fund amounts which equal the
1b-totals.

2ctor or designee is responsible for signing the ABA.

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services

Date: April 2, 2019

Project/Program

Phone: 385-7871

Reason for Appropriation:

Appropriate funding to cover costs of security services at the Oxnard Transit Center for remainder of FY 2019 per Agreement #8527-19-DS with Professional Security Consultants (PSC).

Accounts and Descriptions

AMOUNT

Fund: 213 - TDA/LTF4-TRANS. FUND-99400c

Expenditures/Transfers Out

Transportation - OTC Operations

213-3110-803-8209	Svcs-Other Prof/Contract	57,626
-------------------	--------------------------	--------

Sub-total Expenditures	57,626
------------------------	--------

Net Change to Fund Balance (57,626)

Net Appropriation Change	57,626
---------------------------------	---------------

Approvals

Department Director _____
Jeffrey Lambert

Chief Financial Officer

City Manager



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.

DATE: April 2, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Contract (Rebid) PW 19-35R

RECOMMENDATION

That the City Council approves and authorizes the Mayor to execute Agreement A-8127 in the amount of \$350,000 for the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services for a term of two years with Aquatech Services, Inc. (Public Works & Transportation Committee approved 3-0)

BACKGROUND

The Project

The Water Division requires support for the testing, maintenance, repair and replacement of backflow prevention devices located at various facilities throughout the City. Backflow prevention devices are used to protect potable water supplies from contamination or pollution due to backflow. The Water Division is required to conduct cross connection protection testing under the guidelines of Title 17 of the Safe Drinking Water Act. The Water Division does not have sufficient staff to perform these services. In the past, this work has been contracted out and the most recent agreement was with Aquatech Services, Inc.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) was published on January 17, 2019, and all bids were due on February 1, 2019. In addition to the usual bid publications and advertisements, staff also notified several vendors in the area about the NIFB. The City received two bids, one from Aquatech Services, Inc. and the second from Verne's Plumbing. Aquatech Services, Inc., had the lowest responsive bid.

DISCUSSION

This will be a two (2) year contract of an amount not to exceed \$350,000. All work will be pre-approved by a task order issued by the Water Division prior to starting work. The Water Division will issue a task order list of devices to be repaired, replaced, tested or maintained each month. Contractor will have fourteen (14) working days to complete the issued task order. The project was bid out following the City's procurement procedures.

The lowest bidder is Aquatech Services, Inc. and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Aquatech and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means the contractor is trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to Aquatech Services, Inc.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Work under this contract will be performed by task orders based upon need with the Project Manager's supervision, direction, and ensuring availability of funding. Task orders will only be assigned based upon funding availability within the department's current operating budget.

COMMITTEE OUTCOME

The Public Works & Transportation Committee approved 3-0 on March 12, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Renee Hatcher, Project Coordinator

ATTACHMENTS

1. A-8127 Aquatech Services PW 19-35R
2. PW 19-35 Bid Tabulation On Call Backflow

**CITY OF OXNARD CONTRACT FOR
THE ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR AND
REPLACEMENT SERVICES (REBID) PW 19-35R**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and AQUATECH SERVICES, INC. ("Contractor"). Contractor's license number is 414466.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (Rebid) PW 19-35R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed three hundred fifty thousand dollars (\$350,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end two (2) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract 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. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures continued on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

AQUATECH SERVICES, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Mark Karluk, President² _____ Date _____

Martin Lee, Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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 INS-I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

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.

2.1 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;

2.2 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;"

2.3 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 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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

3

City of Oxnard
Insurance Compliance
Reference No. A-8127
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

4 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.

5 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 and CG 2037).**

6 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.

7 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.

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8127

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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 _____

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

Telephone: _____

NAMED INSURED _____

☐ 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:**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS _____

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:

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - 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**

Attn: Insurance Compliance

Reference No. A-8127

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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****Attn: Insurance Compliance****Reference No. A-8127****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****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. 2/19 INS-I.doc

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as The On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (Rebid) PW 19-35R (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and any Task related
 to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4
 of the Civil Code in the penal sum of _____
 Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the
 total Contract Price, in lawful money of the United States of America, for materials furnished or
 labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with
 respect to this Work or labor that the Surety will pay the same in an amount not exceeding the
 amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in
 addition to the face amount thereof, costs and reasonable expenses and fees, including
 reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be
 awarded and fixed by the court, and to be taxed as costs and to be included in the judgment
 therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as The On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (Rebid) PW 19-35R (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

**BID SHEETS FOR THE ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE,
REPAIR AND REPLACEMENT SERVICES (REBID)
NO. PW 19-35 [PROJECT]**

Bidder's Name: Aqua Tech Services, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, material, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	Unit Cost
1	½ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea.	100.00
2	¾ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
3	1 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
4	2 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
5	2 ½ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
6	3 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
7	4 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
8	6 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00

9	8 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
10	10 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	100.00
11	½ inch backflow assembly Initial testing, clean, retest and certification	Ea	188.00
12	¾ inch backflow assembly Initial testing, clean, retest and certification	Ea	213.00
13	1 inch backflow assembly Initial testing, clean, retest and certification	Ea	228.00
14	2 inch backflow assembly Initial testing, clean, retest and certification	Ea	238.00
15	2 ½ inch backflow assembly Initial testing, clean, retest and certification	Ea	288.00
16	3 inch 3 inch backflow assembly Initial testing, clean, retest and certification	Ea	228.00
17	4 inch backflow assembly Initial testing, clean, retest and certification	Ea	338.00
18	6 inch 6 inch backflow assembly Initial testing, clean, retest and certification	Ea	538.00
19	8 inch backflow assembly Initial testing, clean, retest and certification	Ea	588.00
20	10 inch backflow assembly Initial testing, clean, retest and certification	Ea	638.00

21	½ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	400.00
22	¾ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	400.00
23	1 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	400.00
24	2 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	450.00
25	2 ½ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	450.00
26	3 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	500.00
27	4 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	500.00
28	6 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	600.00
29	8 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	650.00
30	10 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	700.00
31	½ inch backflow assembly Initial testing, major repair, retest and certification	Ea	1,000.00
32	¾ inch backflow assembly Initial testing, major repair, retest and certification	Ea	1,050.00

33	1 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	800.00
34	1 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	850.00
35	2 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	875.00
36	2 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	900.00
37	2 ½ inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	925.00
38	2 ½ inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	950.00
39	3 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	975.00
40	3 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1000.00
41	4 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1050.00

42	4 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1050.00
43	6 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1100.00
44	6 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1150.00
45	8 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1200.00
46	8 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1250.00
47	10 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1300.00
48	10 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1400.00
49	½ inch backflow assembly (Double Check) Replace, test and certification	Ea	750.00

50	½ inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	1000.00
51	¾ inch backflow assembly (Double Check) Replace, test and certification	Ea	950.00
52	¾ inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	1050.00
53	1 inch backflow assembly (Double Check) Replace, test and certification	Ea	1050.00
54	1 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	1250.00
55	2 inch backflow assembly (Double Check) Replace, test and certification	Ea	1250.00
56	2 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	2000.00
57	3 inch backflow assembly (Double Check) Replace, test and certification	Ea	2200.00
58	3 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	3900.00
59	4 inch backflow assembly (Double Check) Replace, test and certification	Ea	3000.00
60	4 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	4500.00
61	6 inch backflow assembly (Double Check) Replace, test and certification	Ea	4000.00

62	6 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	7500.00
63	8 inch backflow assembly (Double Check) Replace, test and certification	Ea	7000.00
64	8 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	12,000.00
65	10 inch backflow assembly (Double Check) Replace, test and certification	Ea	8500.00
66	10 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	14,000.00
67	2 ½ inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	4750.00
68	3 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	5000.00
69	4 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	5250.00
70	6 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	7500.00
71	8 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	10,000.00
72	10 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	14,000.00
73	¾ inch ball valve Replace, test and certification	Ea	225.00
74	1 inch ball valve Replace, test and certification	Ea	275.00

75	1 ½ inch ball valve Replace, test and certification	Ea	375.00
76	2 inch ball valve Replace, test and certification	Ea	475.00
77	2 ½ inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	775.00
78	2 ½ inch shut-off valve (OS&Y) Replace, test and certification	Ea	900.00
79	3 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1000.00
80	3 inch shut-off valve (OS&Y) Replace, test and certification	Ea	1100.00
81	4 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1200.00
82	4 inch shut-off valve (OS&Y) Replace, test and certification	Ea	1300.00
83	6 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1500.00
84	6 inch shut-off valve (OS&Y) Replace, test and certification	Ea	1700.00
85	8 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1900.00
86	8 inch shut-off valve (OS&Y) Replace, test and certification	Ea	2200.00
87	10 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	3000.00
88	10 inch shut-off valve (OS&Y) Replace, test and certification	Ea	3500.00
89	Guard Shack Econo-Cage to fit 1" backflow assembly	Ea	500.00

90	Guard Shack EncPad to fit 1" backflow assembly cage	Ea	1000.00
91	Guard Shack Econo-Cage to fit 2" backflow assembly	Ea	850.00
92	Guard Shack EncPad to fit 2" backflow assembly cage	Ea	1100.00
TOTAL OF ALL RATES FOR ONE UNIT OF EACH			\$ 174,995.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 350,000.00

BID PRICE IN WORDS: Three hundred fifty thousand dollars

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 _____
 #02 _____
 #03 _____
 #04 _____

Addendum: Date Received:
 #05 _____
 #06 _____
 #07 _____
 #08 _____

Bidder's Name (Company): Aqua Tech Services Inc.

Signature: [Signature] Title: Vice President

Print: Martin Lee Date: 1-31-19

Cheryl Karluk
Cheryl Karluk

President
1-31-19

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

ON CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR AND REPLACEMENT SERVICES (REBID)

Owner: City of Oxnard

Bids Received: 2/1/19			Aqua Tech Services, Inc.	Verne's Plumbing
			P. O. Box 3171 Ventura, CA 93006	8561 Whitaker Street Buena Park, CA 930621
			#1	#2
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	Total Cost	Total Cost
1	½ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea.	\$100.00	\$287.50
2	¾ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$287.50
3	1 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$287.50
4	2 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$287.50
5	2 ½ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$287.50
6	3 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$287.50

7	4 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$287.50
8	6 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$345.00
9	8 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$345.00
10	10 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	\$100.00	\$345.00
11	½ inch backflow assembly Initial testing, clean, retest and certification	Ea	\$188.00	\$287.50
12	¾ inch backflow assembly Initial testing, clean, retest and certification	Ea	\$213.00	\$287.50
13	1 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$228.00	\$287.50
14	2 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$238.00	\$287.50
15	2 ½ inch backflow assembly Initial testing, clean, retest and certification	Ea	\$288.00	\$287.50

16	3 inch 3 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$228.00	\$287.50
17	4 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$338.00	\$287.50
18	6 inch 6 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$538.00	\$345.00
19	8 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$588.00	\$345.00
20	10 inch backflow assembly Initial testing, clean, retest and certification	Ea	\$638.00	\$345.00
21	½ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$400.00	\$1,605.00
22	¾ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$400.00	\$1,605.00
23	1 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$400.00	\$1,605.00
24	2 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$450.00	\$1,605.00
25	2 ½ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$450.00	\$1,930.00
26	3 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$500.00	\$1,930.00

27	4 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$500.00	\$1,930.00
28	6 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$600.00	\$3,410.00
29	8 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$650.00	\$3,410.00
30	10 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	\$700.00	\$3,410.00
31	½ inch backflow assembly Initial testing, major repair, retest and certification	Ea	\$600.00	\$2,490.00
32	¾ inch backflow assembly Initial testing, major repair, retest and certification	Ea	\$650.00	\$2,490.00
33	1 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$800.00	\$2,490.00
34	1 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$850.00	\$2,490.00
35	2 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$875.00	\$2,690.00
36	2 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$900.00	\$2,690.00

37	2 ½ inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$925.00	\$4,010.00
38	2 ½ inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$950.00	\$4,010.00
39	3 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$975.00	\$4,010.00
40	3 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$1,000.00	\$4,010.00
41	4 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$1,050.00	\$4,010.00
42	4 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$1,050.00	\$4,930.00
43	6 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$1,100.00	\$4,280.00
44	6 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$1,150.00	\$5,280.00
45	8 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$1,200.00	\$6,200.00

46	8 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$1,250.00	\$6,200.00
47	10 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	\$1,300.00	\$6,200.00
48	10 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	\$1,400.00	\$6,200.00
49	½ inch backflow assembly (Double Check) Replace, test and certification	Ea	\$750.00	\$1,970.00
50	½ inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$1,000.00	\$2,430.00
51	¾ inch backflow assembly (Double Check) Replace, test and certification	Ea	\$950.00	\$2,430.00
52	¾ inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$1,050.00	\$2,430.00
53	1 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$1,150.00	\$2,530.00
54	1 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$1,250.00	\$2,530.00

55	2 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$1,250.00	\$3,215.00
56	2 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$2,000.00	\$3,215.00
57	3 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$2,200.00	\$5,485.00
58	3 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$3,900.00	\$5,485.00
59	4 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$3,000.00	\$7,305.00
60	4 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$4,500.00	\$7,305.00
61	6 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$4,000.00	\$10,880.00
62	6 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$7,500.00	\$10,880.00
63	8 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$7,000.00	\$13,700.00

64	8 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$12,000.00	\$13,700.00
65	10 inch backflow assembly (Double Check) Replace, test and certification	Ea	\$8,500.00	\$16,975.00
66	10 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	\$14,000.00	\$16,975.00
67	2 ½ inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	\$4,750.00	\$8,405.00
68	3 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	\$5,000.00	\$8,405.00
69	4 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	\$5,250.00	\$12,010.00
70	6 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	\$7,500.00	\$12,880.00
71	8 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	\$10,000.00	\$15,700.00
72	10 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	\$14,000.00	\$19,895.00

73	¾ inch ball valve Replace, test and certification	Ea	\$225.00	\$2,500.00
74	1 inch ball valve Replace, test and certification	Ea	\$275.00	\$2,750.00
75	1 ½ inch ball valve Replace, test and certification	Ea	\$375.00	\$2,740.00
76	2 inch ball valve Replace, test and certification	Ea	\$475.00	\$2,940.00
77	2 ½ inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	\$775.00	\$3,190.00
78	2 ½ inch shut-off valve (OS&Y) Replace, test and certification	Ea	\$900.00	\$4,190.00
79	3 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	\$1,000.00	\$3,790.00
80	3 inch shut-off valve (OS&Y) Replace, test and certification	Ea	\$1,100.00	\$4,790.00
81	4 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	\$1,200.00	\$4,390.00
82	4 inch shut-off valve (OS&Y) Replace, test and certification	Ea	\$1,300.00	\$6,310.00
83	6 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	\$1,500.00	\$6,080.00

84	6 inch shut-off valve (OS&Y) Replace, test and certification	Ea	\$1,700.00	\$8,080.00
85	8 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	\$1,900.00	\$8,005.00
86	8 inch shut-off valve (OS&Y) Replace, test and certification	Ea	\$2,200.00	\$11,005.00
87	10 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	\$3,000.00	\$8,625.00
88	10 inch shut-off valve (OS&Y) Replace, test and certification	Ea	\$3,500.00	\$10,625.00
89	Guard Shack Econo-Cage to fit 1" backflow assembly	Ea	\$500.00	\$3,535.00
90	Guard Shack EncPad to fit 1" backflow assembly cage	Ea	\$1,000.00	\$3,260.00
91	Guard Shack Econo-Cage to fit 2" backflow assembly	Ea	\$850.00	\$3,735.00
92	Guard Shack EncPad to fit 2" backflow assembly cage	Ea	\$1,100.00	\$3,360.00
Total Bid Submitted			\$174,995.00	\$414,850.00
Total Bid Verified			\$174,935.00	\$413,850.00

*corrected amount

Subcontractors:

None

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.

DATE: April 2, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve a Budget Appropriation for Hueneme Recycled Water Pipeline, Phase II.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an appropriation in the amount of \$465,000 from the Water Resource Development Fee Fund 603 to the Hueneme Recycled Water Pipeline, Phase II (Project No. 106002), to fund work, easement procurement and permit fees through completion of the bidding process. (Public Works & Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard (City) has implemented the Groundwater Recovery Enhancement and Treatment (GREAT) Program which is a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a fast-growing population. A major component of the GREAT Program is the Phase 2 Recycled Water Backbone System (RWBS) that will include pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users throughout the City and vicinity areas.

The alignment of the pipeline intersects several road crossings, the Oxnard Drainage District No. 2's Mugu Drain, Caltrans Right of Way at State Hwy 1, and several over-sized existing utilities. The presence of these features will require the use of both trenchless and open trench construction.

On July 29, 2014, the Council approved engineering and design services for Hueneme Road Recycled Water Pipeline Project Phase II, entering into an agreement with Jensen Design & Survey, Inc. (Jensen), Agreement A-7669, in the amount of \$1,173,084. On January 13, 2015, the Council approved a First Amendment, in the amount of \$1,775,415, with Jensen to complete all engineering, design and post design services for the Hueneme Road Recycled Water Pipeline Phase II, bringing the total contract value to \$2,948,499.

The design of the Hueneme Road Recycled Water Pipeline Phase II has had several challenges, including constraints with finding a design that works around the farming season, the inability to secure private property easements through the originally proposed alignment and difficulties with obtaining an encroachment permit from Caltrans and an agreement with Oxnard Drainage District 2 for dewatering.

The inability to secure all necessary easements meant that the pipeline had to be redesigned, causing delays in the anticipated schedule. The alignment has been finalized and the design is currently 95% complete.

Staff has been working diligently with the consultant and participating property owners to obtain the private property easements. The private property owners and the City have come to an understanding regarding the construction scheduling, which will align with the farming season with the goal of reducing the impact to the owners' operations.

Furthermore, staff has secured the necessary Caltrans encroachment permit and has finalized the construction dewatering agreement with the Oxnard Drainage District 2.

Staff is planning to issue a Request for Bid for pipeline construction in late February/early March.

DISCUSSION

Currently, the project has a negative balance, primarily due to City staff continuing to work on the project. At this time, it is necessary to appropriate additional funding in the amount of \$465,000 to complete work on the project through the bidding process. These costs include the completion of design (\$130,000), easement procurement (\$225,000), permit fees (\$50,000) and City staff time (\$60,000).

When City Council awards the construction contract, project costs will be re-assessed and additional funding may be requested.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funds are available in the Water Resource Development Fee Fund to fund the appropriation of \$465,000 to Water Backbone Hueneme Phase II (Project 106002). The projected FY 18-19 ending unassigned fund balance of the Water Resource Development Fee Fund (603) is \$16.3 million net of this appropriation request.

COMMITTEE OUTCOME

The Public Works & Transportation Committee approved 3-0 on March 12, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - Budget Appropriation for Hueneme Rd Pipeline Phase 2
2. Attachment B - Hueneme RW Ph II Alignment

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering

Date: November 29, 2018

Project/Program

Manager: Hoon Hahn

Phone: 385-7832

Reason for Appropriation:

Appropriate funds to complete the Hueneme Road Recycled Water Pipeline, Phase II, Project 106002, through the bidding process.

Accounts and Descriptions

AMOUNT

Fund: 603 Resource Development Fee

Expenditures/Transfers Out

Project 106002 - Water Backbone Hueneme II

603-6556-821.82-09	Svcs-Other Professional	180,000
603-6556-821.84-51	Svcs from Other Departments	60,000
603-6551-821.86-01	Land/Easem's/Right of Way	225,000

Sub-total Expenditures

465,000

Net Change to Fund Balance

(465,000)

Net Appropriation Change

(465,000)

Approvals

Department Director

Chief Financial Officer

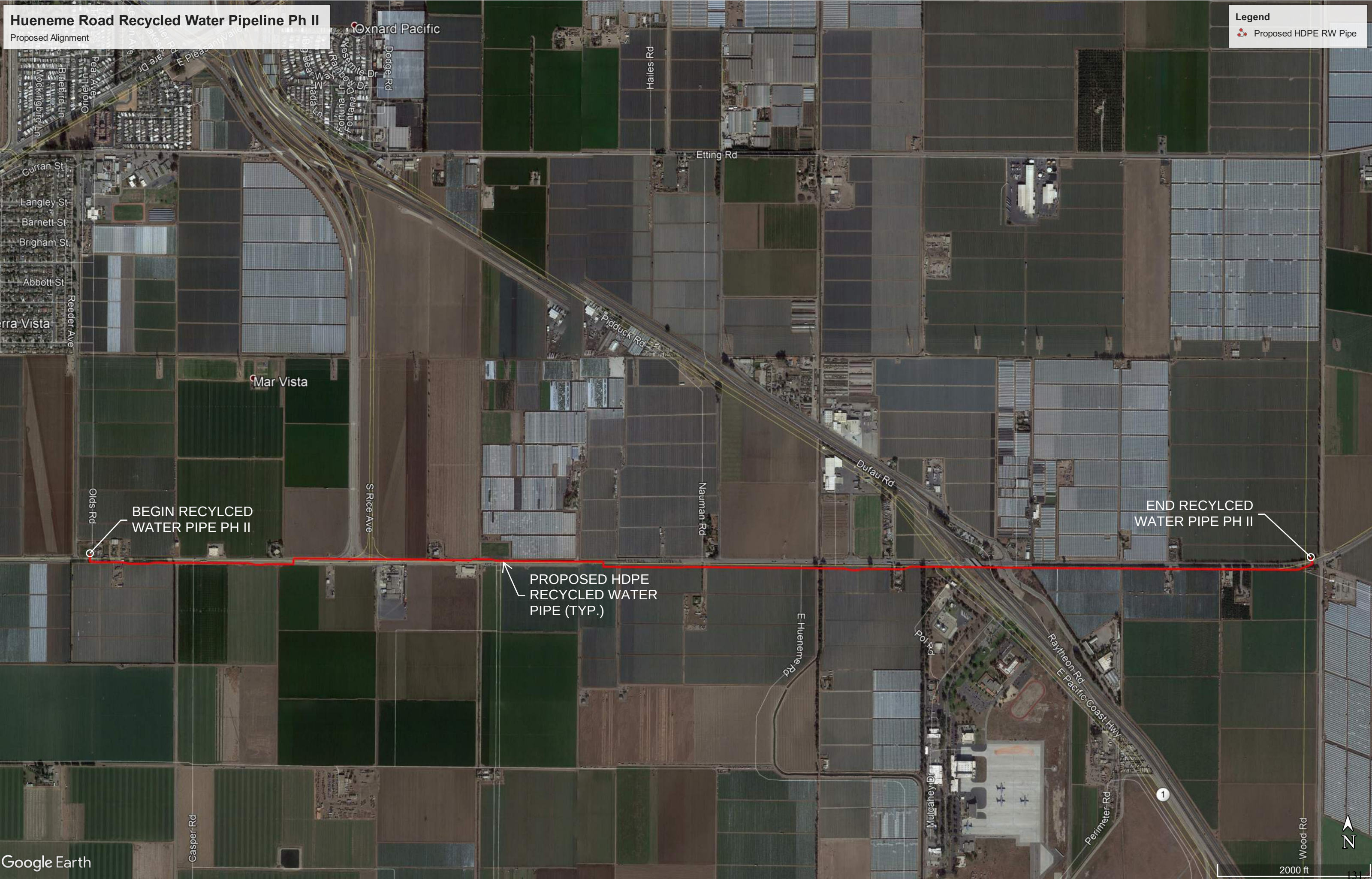
City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



Hueneme Road Recycled Water Pipeline Ph II

Proposed Alignment

Legend

 Proposed HDPE RW Pipe



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.**

DATE: April 2, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve the Third Amendment to Agreement A-7927 (JCI Jones Chemicals, Inc.) to increase contract value.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Third Amendment with JCI Jones Chemicals, Inc. to increase the contract value from \$1,124,547 to \$1,482,547 for chemicals used by the Public Works Water and Wastewater Divisions.

BACKGROUND

Specific treatment chemicals are necessary for Water and Wastewater operations. In September 2016, the City issued a Request for Bids (RFB) for chemicals used at the Water Campus, Water Blending Station No. 3, the Oxnard Wastewater Treatment Plant (OWTP) and the Advanced Water Purification Facility (AWPF). The City intended to enter into one-year purchase agreements with the option of two (2) additional one-year renewals. After reviewing the prices of several bidders, the City selected JCI Jones Chemicals, Inc. (JCI) and Univar, USA (Univar) for the supply of certain chemicals. The City Council awarded Agreement A-7927 to JCI and A-7929 to Univar on November 15, 2016.

The agreements allow the vendors to increase product prices annually upon City approval of those new prices. It was determined that fifteen percent (15%) was sufficient to cover cost fluctuations. The agreement amounts were incrementally increased by 15% for each year to accommodate price changes. After the first year of the agreement, price increases were submitted to the City. On February 13, 2018, Council approved the First Amendment for the increased cost per gallon for chemicals. On December 18, 2018, City Council approved the Second Amendment for new per gallon price increases effective from 11/15/18 to 11/14/19.

DISCUSSION

Due to the annual price increases and fluctuations in operational chemical needs, an additional amount of \$358,000 is needed for the remaining term of the agreement. This Third Amendment increases the not to exceed amount of the agreement to accommodate expected volumes over the remaining nine (9) months of the agreement. A new Request for Bid (RFB) for treatment chemicals will be conducted early in the next fiscal year with new contracts expected to begin in November 2019.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Based on current spending at the Wastewater, Advanced Water Purification Facility (AWPF) and Water facilities, the third amendment increase of \$358,000 can be accommodated within the Fiscal Year 2018-19 budget. The funding sources include: Wastewater Treatment Operating Chemical Supplies (621-6202-843.81-06), Water Recycle Operating Chemical Supplies (601-6012-843.81-06) and Water Operating Chemical Supplies (601-6001-843.81-06). Funding for Fiscal Year 2019-20 will be requested during the budget planning process.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - JCI Jones A-7927 Third Amendment
2. Attachment B - JCI Jones A-7927 Second Amendment
3. Attachment C - JCI Jones A-7927 First Amendment
4. Attachment D - Trade Services Agreement A-7927 JCI Jones Chemicals

THIRD AMENDMENT TO TRADE SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals, Inc. ("Vendor"). This Third Amendment amends the Agreement entered into on November 15, 2016 by City and Vendor. The Agreement previously has been amended on February 13, 2018, by a First Amendment, and on December 18, 2018, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4, the not to exceed amount of \$1,124,547 is hereby deleted and replaced by a not to exceed amount of \$1,482,547.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

JCI JONES CHEMICALS, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____

☐ Alexander Nguyen, City Manager

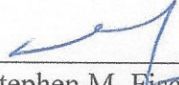
☐ Lisa Boerner, Purchasing Manager

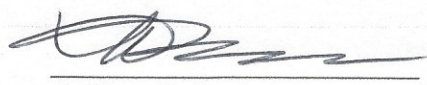
☐ _____, Buyer

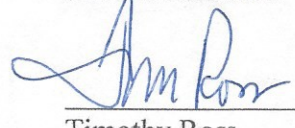
ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date _____

APPROVED AS TO FORM:

 _____
Stephen M. Fischer, City Attorney (always required) Date 2/26/19

 _____
Colleen DuBose, Sales Coordinator Date 2/27/19

 _____
Timothy Ross, Branch Manager Date 2.28.2019

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on November 15, 2016 by City and Vendor. The Agreement previously has been amended on February 13, 2018, by a First Amendment.

City and Vendor agree as follows:

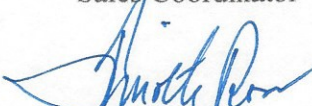
1. The reference to the B-1 Exhibit everywhere it is listed in the Agreement is hereby amended to the B-2 Exhibit. The B-1 Exhibit is hereby disincorporated; instead, the B-2 Exhibit, effective November 15, 2018, is attached hereto and incorporated herein by this reference.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

JCI JONES CHEMICALS, INC.

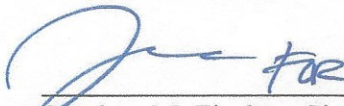
☒ Tim Flynn, Mayor ¹	_____	Date	_____		_____	Date	10/26/18
☐ Alexander Nguyen, City Manager	_____						
☐ Lisa Boerner, Purchasing Manager	_____						
☐ _____, Buyer	_____				_____	Date	10.26.18
				Timothy Ross,			
				Branch Manager			

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:

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

10/24/18
Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

Exhibit B-2
Chemical Description and Price

Chemical	Location	Unit Price/Gallon (2018)	Unit Price/Gallon (2019)
Sodium Hydroxide 25%	Water	\$0.93	\$1.10
Sodium Hydroxide 25%	Wastewater	\$1.80	\$2.08
Sodium Hydroxide 25%	AWPF	\$0.93	\$1.10
Sodium Hypochlorite 12.5%	Water	\$0.83	\$0.95
Sodium Hypochlorite 12.5%	Wastewater	\$0.70	\$0.82
Sodium Hypochlorite 12.5%	AWPF	\$0.70	\$0.82

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of February, 2018 by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on November 15, 2016, by City and Vendor.

City and Vendor hereby agree as follows:

1. Any reference to Exhibit B in the Agreement shall be replaced with a reference to Exhibit B-1, effective on November 15, 2017, unless otherwise amended as allowed by Exhibit B-1.
2. Exhibit B-1, which is attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

CITY OF OXNARD

JCI JONES CHEMICALS, INC.

Tim Flynn 2/13/18
Tim Flynn, Mayor Date

[Signature] 10/17/17
Colleen DuBose, Sales Coordinator Date

ATTEST:

Michelle Ascencion 2/14/18
Michelle Ascencion, City Clerk Date

[Signature] 10.19.17
Timothy Ross, Branch Manager Date

APPROVED AS TO FORM:

[Signature] 10/16/17
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

[Signature] 10/24/17
Ornar Castro, Project Manager Date

Thien Ng 10-25-17
Thien Ng, Project Manager and
~~Interim Public Works Director~~
Assistant Public Works Director Date

APPROVED AS TO AMOUNT:

[Signature] 2/13/18
~~Greg Nynhoff, City Manager~~
Scott Whitney, Interim City Manager Date

[Signature]
~~Ruth Osuna, Assistant City Manager~~
Jesus Nava, Assistant City Manager Date

APPROVED AS TO INSURANCE:

[Signature] 12/20/17
Mike More, Risk Manager Date

APPROVED AS TO CONTENT:

[Signature]
Rosemarie Gaglione
Public Works Director

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; 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.

PLEASE DO NOT
REMOVE THIS BOX

**Exhibit B-1
Chemical Description and Price**

Chemical	Location	Unit Price Per Gallon
Sodium Hydroxide 25%	Water	\$0.93
Sodium Hydroxide 25%	Wastewater	\$1.80
Sodium Hydroxide 25%	AWPF	\$0.93
Sodium Hypochlorite 12.5%	Water	\$0.83
Sodium Hypochlorite 12.5%	Wastewater	\$0.70
Sodium Hypochlorite 12.5%	AWPF	\$0.70

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard ("City") and JCI Jones Chemicals, Inc. ("Vendor"), subject to the following terms and conditions:

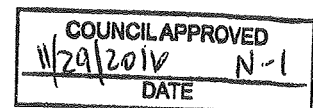
1. Vendor shall provide to City the following services: 1) Supply and delivery of sodium hydroxide to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030. Solution should be 25% (NaOH), suitable for potable water treatment (NSF approved). 2) Supply and delivery of sodium hydroxide 25% to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. 3) Supply and delivery of sodium hydroxide to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033. Solution shall be 25% and suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. 4) Supply and delivery of sodium hypochlorite to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030 and to Blending Station No. 3 at 1700 Solar Drive, Oxnard, CA 93030. Solution should be 12.5% by weight (NaOCl) and suitable for potable water treatment (NSF approved). 5) Supply and delivery of sodium hypochlorite to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Solution should be 12.5 wt% available NaOCl, suitable for water treatment. 6) Supply and delivery of sodium hypochlorite to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033. Solution should be 12.5wt% available NaOCl, suitable for water treatment.

Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on November 15, 2016, and shall end on November 14, 2019. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$1,124,547 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such



payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

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

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

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-I**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-I**.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

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

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Colleen Dubose, Office Manager/Sales Coordinator, JCI Jones Chemicals, Inc. – Torrance, 1401 Del Amo Boulevard, Torrance, CA 90501. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

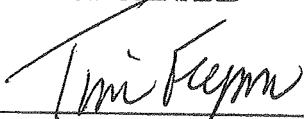
15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on the next page]

CITY OF OXNARD

JCI JONES CHEMICALS, INC.



Tim Flynn, Mayor



Colleen DuBose, Sales Coordinator

ATTEST:



Daniel Martinez, City Clerk



Timothy Ross, Branch Manager

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



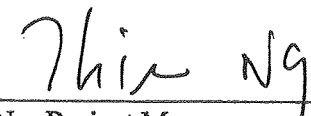
Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:



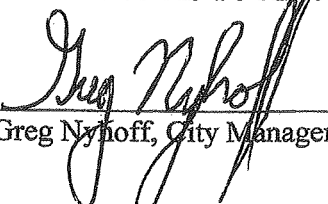
Thien Ng, Project Manager

APPROVED AS TO CONTENT:



Omar Castro, Project Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

Exhibit A
Supplier Specifications and General Requirements

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** 251 South Hayes Avenue, Oxnard, CA; to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA; to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033 and the Advanced Water Purification Plant at 5700 South Perkins Road, Oxnard, CA 93033 as required.

2. Quantity:

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. Invoice:

A separate invoice shall be provided for each delivery during contract period.

4. Specification:

Supplier shall bring apparent error or omissions to City's attention.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Hydroxide 25%	Water	\$0.750
Sodium Hydroxide 25%	Wastewater	\$0.750
Sodium Hydroxide 25%	AWPF	\$0.750
Sodium Hypochlorite 12.5%	Water	\$0.780
Sodium Hypochlorite 12.5%	Wastewater	\$0.650
Sodium Hypochlorite 12.5%	AWPF	\$0.650

The price per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will continue the contract at the new rates, terminate the contract, or continue the contract at another negotiated rate.

EXHIBIT C

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit C. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016

1. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

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. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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 and CG 2037).**

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

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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

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 _____

POLICY INFORMATION:

Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ 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:

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - 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

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

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 _____

POLICY INFORMATION:

Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ 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

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

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 _____



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9.**

DATE: April 2, 2019
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: Approve Second Amendment to Interwest Consulting Group, Inc.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement A-8102 (Agreement) with Interwest Consulting Group, Inc. (Interwest) for engineering and support services to the Transportation Division to extend the Agreement to June 30, 2019 and change the contract value from \$160,000 to \$239,920; and
2. Approve a Budget Adjustment of \$58,925 from General Fund (101) salary savings.

BACKGROUND

With the departure of the Transportation Services Manager (Manager) in the summer of 2018, Public Works entered into the Agreement with Interwest to support the Transportation Division (Division) with ongoing and future transportation and traffic-related projects. Interwest specializes in transportation engineering and infrastructure and provides professional engineering and design staff to the private and public sector. Because time was of the essence to ensure project planning and scheduling were not seriously disrupted, the City entered into direct negotiations with Interwest without a formal solicitation for proposals. The City Manager approved the Negotiated Contract in September 2018. Costs for Interwest services from August 2018 to March 2019 were estimated to be \$160,000.

DISCUSSION

As the Manager position remains vacant, it is critical to transportation design and project management that Interwest continue to provide engineering and support personnel. To fund the difference between this balance and projected costs (\$79,920) for the remaining three months of the Fiscal Year, Staff is recommending a Budget Adjustment of \$58,925 from General Fund (101) salary savings. Under current conditions, the single traffic engineer currently managing the division will not be able to sustain an efficient and effective process.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Interwest personnel support consist of three (3) positions: Traffic Engineer, Traffic Associate II and Traffic Associate I. For the duration of Fiscal Year 2018-19, the following costs have been planned:

POSITION	MONTH	HRS/WEEK	WEEKS	RATE/HR	TOTAL/MO	TOTAL/3 MOS
Traffic Engineer	April 2019	18.00	4.00	\$150	\$10,800.00	\$32,400.00
	May 2019	18.00	4.00	\$150	\$10,800.00	
	June 2019	18.00	4.00	\$150	\$10,800.00	
Traffic Associate II	April 2019	18.00	4.00	\$115	\$8,280.00	\$24,840.00
	May 2019	18.00	4.00	\$115	\$8,280.00	
	June 2019	18.00	4.00	\$115	\$8,280.00	
Traffic Associate I	April 2019	18.00	4.00	\$105	\$7,560.00	\$22,680.00
	May 2019	18.00	4.00	\$105	\$7,560.00	
	June 2019	18.00	4.00	\$105	\$7,560.00	
TOTAL						\$79,920.00

The Agreement's current balance is \$20,995.00, split between the General Fund Account 101-3102-803.82-09 (\$15,995) and State Gas Tax Account 181-5704-803.82-09 (\$5,000). To fund the difference between this balance and projected costs (\$79,920) for the remaining three months of the Fiscal Year, Staff is recommending a Budget Appropriation of \$58,925 from General Fund balance. Costs may be back-filled by salary savings if the Manager position is closed and potential developer fee revenue allocated for traffic planning and maintenance. Anticipated agreement costs that the Division will need to budget in Fiscal Year 2019-20 are \$320,000.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - Second Amendment
2. Attachment B - First Amendment
3. Attachment C - Agreement A-8102
4. Attachment D - Budget Appropriation

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Interwest Consulting Group, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on August 27, 2018, and by a First Amendment, on February 14, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Agreement Ending Date: June 30, 2019."
2. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Total Agreement Amount: \$239,920."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

INTERWEST CONSULTING GROUP, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

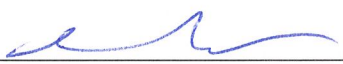
Terry Rodrigue, President, PE, TE² _____ Date _____

Debra Thorson, CFO _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

 _____
Stephen M. Fischer, City Attorney (always required) _____ Date 3/15/19

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14 day of February, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Interwest Consulting Group, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on August 27, 2018, by City and Consultant.

City and Consultant agree as follows:

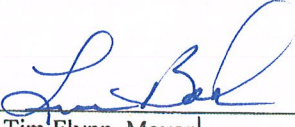
1. In Section 5 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Agreement Ending Date: March 31, 2019."
2. As so amended, the Agreement remains in full force and effect.

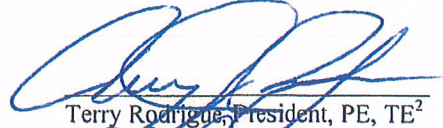
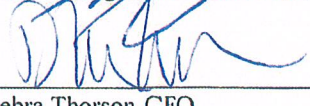
[Signatures on next page]

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

CITY OF OXNARD

INTERWEST CONSULTING GROUP, INC.


☐ Tim Flynn, Mayor¹ 2.14.19 Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager
☐ _____, Buyer


 Terry Rodriguez, President, PE, TE² 2/4/19 Date

 Debra Thorson, CFO 2/4/19 Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney 11/30/19 Date
 (always required)

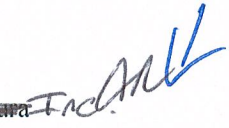
¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: August 27, 2018
- (2) Consultant: Interwest Consulting Group ~~Ventura~~ *Inc.* 
- (3) Services: Provide design, project management, and other traffic engineering-related services.
- (4) Schedule of Services: Services shall be provided as needed in accordance with the Public Works Director's written task orders.
- (5) Agreement Ending Date: February 7, 2019
- (6) Total Agreement Amount: \$160,000
- (7) City's Project Manager: Rosemarie Gaglione
- (8) Consultant's Project Manager: Nicole Jules
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

9519 Chamberlain Street
Ventura, CA 93004
Attn: Nicole Jules,
Director of Traffic Engineering Services

FOR CITY:

305 W. Third St.--3rd Floor
Oxnard, CA 93030
Attn: Rosemarie Gaglione, Public Works Director

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

njules@interwestgrp.com

CITY'S PROJECT MANAGER:

rosemarie.gaglione@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

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

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

17. Confidentiality of Information.

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

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

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

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

valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

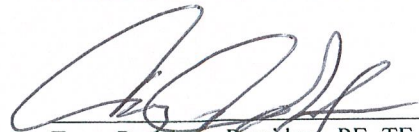
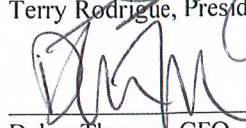
[Signatures on next page]

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

CITY OF OXNARD

INTERWEST CONSULTING GROUP VENTURA

for  9/13/18
☐ Tim Flynn, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent

 9/5/18
Terry Rodriguez, President, PE, TE Date
 9/5/18
Debra Thorson, CFO Date

ATTEST:

N/A
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 9/11/18
Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

¹ 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; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Upon a written request from the City, Consultant shall provide traffic engineering and transportation management services, including but not limited to:

- Provide a Traffic Engineer licensed by the State of California to supplement the efforts of staff on a daily basis;
- Provide guidance on day to day transportation and traffic operations which may include the preparation of signal timing sheets;
- Review and prepare or oversee the preparation of striping plans;
- Participate in the planning and implementation of current and upcoming capital projects scheduled in the CIP;
- Assist in the preparation of the CIP update;
- Provide guidance to the traffic signal technicians;
- Assist in the preparation of staff reports and technical documents;
- Assist in the preparation of grant applications;
- Provide guidance and mentoring to staff;
- May assist in design and project management; and
- All related or appurtenant services thereto.

All work shall be performed in accordance with all local, State and federal laws and guidelines and best practices of the engineering profession.

RATES AND COSTS EXHIBIT

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly, in this case on July 1, 2019, and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply or material costs.

CLASSIFICATION	HOURLY BILLING RATE
Principal in Charge	\$175
Project Manager	\$160
Traffic Engineer	\$150
Senior Engineer/Plan Review Engineer	\$150
Engineering Associate III	\$125
Engineering Associate II	\$115
Engineering Associate I	\$105
Overtime, Night & Weekend Work	140% of the rates listed above

**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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

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 \$1,000,000 LIMIT 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

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

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

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

177

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

☐ In Addition to Limits

CITY AGREEMENTS/PERMITS

Telephone: ()

Telephone: () Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2018

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

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

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155		CONTACT NAME: Kathy Star PHONE (A/C, No, Ext): 800-873-8500 FAX (A/C, No): E-MAIL ADDRESS:		
INSURED INTERCON35 Interwest Consulting Group, Inc. P.O. Box 18330 Boulder CO 80308		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : XL Specialty Insurance Company		37885
		INSURER B : Travelers Indemnity Company of CT		25682
		INSURER C : Travelers Property Cas. Co. of Amer		25674
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1605353727

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	6806H441235	11/14/2017	11/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	BA0J093233	11/14/2017	11/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0	Y	Y	CUP2F178249	11/14/2017	11/14/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8J034006	11/14/2017	11/14/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Pollution Liab Included Claims Made	Y		DPR9919387	11/14/2017	11/14/2018	Per Claim \$2,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard P.O. Box 100085 - OX Duluth GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Interwest Consulting Group, Inc. P.O. Box 18330 Boulder CO 80308	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. in the performance of your ongoing operations;
- b. in connection with premises owned by or rented to you; or
- c. in connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. - T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Broadened Named Insured</p> <p>B. Incidental Medical Malpractice</p> <p>C. Reasonable Force - Bodily Injury Or Property Damage</p> <p>D. Non-Owned Watercraft - Increased To Up To 75 feet</p> <p>E. Aircraft Chartered With Crew</p> <p>F. Extension Of Coverage - Damage To Premises Rented To You</p> <p>G. Malicious Prosecution - Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p>H. Medical Payments Limit</p> <p>I. Increased Supplementary Payments</p> <p>J. Additional Insured - Owner, Manager Or Lessor Of Premises</p> <p>K. Additional Insured - Lessor Of Leased Equipment</p> <p>L. Additional Insured - State Or Political Subdivisions - Permits Relating To Premises</p> <p>M. Additional Insured - State Or Political Subdivisions - Permits Relating To Operations</p> | <p>N. Additional Insured - Architect, Engineer Or Surveyor</p> <p>O. Who Is An Insured - Newly Acquired Or Formed Organizations</p> <p>P. Who Is An Insured - Unnamed Partnership Or Joint Venture - Excess</p> <p>Q. Per Project General Aggregate Limit</p> <p>R. Knowledge And Notice Of Occurrence Or Offense</p> <p>S. Unintentional Omission</p> <p>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p>U. Amended Bodily Injury Definition</p> <p>V. Amended Insured Contract Definition - Railroad Easement</p> <p>W. Amended Property Damage Definition - Tangible Property</p> <p>X. Additional Definition - Contract or Agreement Requiring Insurance</p> |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of COVERAGE A BODILY

COMMERCIAL GENERAL LIABILITY

INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:

- a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

- 3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you**
- 4. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

- 5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.**

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I) is deleted and replaced by the following

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

- 1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I) is deleted and replaced by the following:**

(2) A watercraft you do not own that is.

(a) Less than 75 feet long; and

(b) Not being used to carry persons or property for a charge;

- 2. Only as respects the insurance provided by this Provision D., WHO IS AN INSURED (Section II) is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.**
- 3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.**

E. AIRCRAFT CHARTERED WITH CREW

- 1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner caused by:

- a. Fire
- b. Explosion
- c. Lightning
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning, smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water; or any combination of any of these causes

The Damage To Premises Rented To You Limit will be the higher of.

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire, explosion, lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the Knowing Violation Of Rights Of Another Exclusion in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B in COVERAGES (Section I) are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

(2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

(3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

1. WHO IS AN INSURED (Section II) is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less, and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

COMMERCIAL GENERAL LIABILITY

(2) If the equipment is leased with an operator

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products - completed operations hazard".

N. ADDITIONAL INSURED - ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED - UNNAMED PARTNERSHIP OR JOINT VENTURE - EXCESS

1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
 - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to LIMITS OF INSURANCE (Section III):

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

COMMERCIAL GENERAL LIABILITY

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in DEFINITIONS (Section V) is deleted and replaced by the following:

c. Any easement or license agreement,

2. Subparagraph 1.(1) of the definition of "insured contract" in DEFINITIONS (Section V) is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY

The definition of "property damage" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to SECTION V – DEFINITIONS:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss", or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D. Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4. Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured", and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB8J034006

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

**ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement Effective
Insured**

Policy No.

**Endorsement No
Premium**

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

POLICY NUMBER: 680-68441235

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal: 30

PERSON OR
ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

REQUEST FOR BUDGET ADJUSTMENT

Department: Public Works
Project/Program
Manager: Ryan Kim, PE, TE

Date: March 19, 2019
Phone: 805-200-5258

Reason for Appropriation:

Agreement A-8102 (Interwest Consulting Group, Inc.) will have a \$20,995 encumbrance balance by the current term on 3/31/19. The balance is divided between General Fund (101-3102-803.82-09 - \$15,995) and State Gas Tax (181-5704-803.82-09 - \$5,000). To fund the three (3) positions under the agreement for the remainder of Fiscal Year 2918-19 (Apr - Jun), a total amount of \$79,920 is required. To bridge the difference, Staff is requesting an adjustment of \$58,925 from salary savings (101-3102-803.80-01).

Accounts and Descriptions

AMOUNT

Fund: 101 (General Fund)

Expenditures/Transfers Out

TRAFFIC ENGINEERING AND SIGNALS (3102)

101-3102-803.80-01	DIRECT LABOR-REGULAR	(58,925)
101-3102-803.82-09	SVCS-OTHER PROF/CONTRACT	58,925
	Sub-total Expenditures	0

Net Change to Fund Balance	0
-----------------------------------	----------

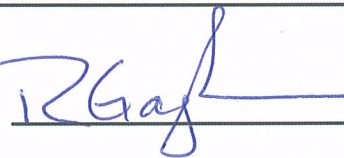
Net Adjustment Change	0
------------------------------	----------

Approvals

Department Director

Chief Financial Officer

City Manager





**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10.**

DATE: April 2, 2019
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: Award Agreement A-8130 for Custodial Services with Kelly Cleaning & Supplies, Inc.

RECOMMENDATION

That the City Council award and authorize the Mayor to:

1. Execute Agreement A-8130 with Kelly Cleaning & Supplies, Inc. (Kelly), for a term of three (3) years, for a total contract value of \$432,692, to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Authorize the Purchasing Agent to execute an amendment to Agreement A-8130, if needed, for no more than \$43,269, or ten-percent (10%), of the agreement, to account for potential unforeseen emergency cleaning.

BACKGROUND

On December 13, 2018, the City issued a formal Request for Bid (RFB) for custodial cleaning services at the following utility facilities: Water Campus, Blending Stations 3, 4, and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte). The RFB closed on January 9, 2019. Of the five (5) vendors that submitted bids, Kelly Cleaning & Supplies, Inc., was the lowest responsible and responsive bidder. The following table shows the bid amounts, per week, as submitted by each responsive responsible bidder.

Vendor	Bid Amount
Kelly Cleaning & Supplies, Inc.	\$2,756.00
Commercial Cleaning Systems	\$2,977.72
Base Hill, Inc., dba Jan Point	\$3,438.46
Jan-Pro Central Coast	\$6,813.90
AAA Companies	\$13,047.68

DISCUSSION

Currently, the seven (7) utility facilities, at a total of 66,600 square feet, are not serviced by the City's custodial staff and have been contracted out over the past 15 years to several companies following competitive solicitations. Typically, the City enters into custodial agreements for 2-3 years at a time to ensure the most competitive rates for the size of the agency. While the City entered into six (6) different contracts in the 15 year span, the bid award process was objective,

based on the lowest responsive and responsible bid. Outsourcing custodial services has proven to be the most cost effective and logistically efficient solution to facilities cleanliness because the vendor delivers a full complement of services, including rubbish disposal, anti-bacterial agents, vacuuming, drain clearing, floor waxing, dusting, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

Furthermore, in case unplanned or emergency cleaning costs beyond the value of the agreement are warranted, it is recommended that Council authorize the Purchasing Agent to amend the agreement by a ten-percent (10%) contingency, not to exceed \$43,269.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Services are provided to Utility Funds, Water, Wastewater, and Environmental Resources. Sufficient funds are available in the Wastewater Treatment Operating Fund (621-6205-842-8209); Wastewater Collection Operating Fund (611-6103-842-8209); Water Treatment Operating Fund (601-6010-842-8209) and (601-6012-842-8209); and in the Environmental Resources Fund (631-6301-842-8209). No General Fund money will be used for this Agreement. The following table shows the cumulative Fiscal Year breakdowns for each utility division.

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Grand Total
Water	\$12,620	\$61,838	\$61,838	\$61,838	
Wastewater	\$6,700	\$32,830	\$32,830	\$32,830	
AWPF	\$2,340	\$11,466	\$11,466	\$11,466	
Del Norte	\$5,900	\$28,910	\$28,910	\$28,910	
Total	\$27,560	\$135,044	\$135,044	\$135,044	\$432,692

COMMITTEE OUTCOME

This item was not presented to the Public Works and Transportation Committee due to the large number of staff reports on the given Committee Agenda.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - Bid Tabulations
2. Attachment B - Kelly Cleaning & Supplies Bid Response
3. Attachment C - Agreement No. A-8130

Public Works		BID TABULATIONS						
BID OPENING DATE: January 16, 2019								
		Kelly Cleaning & Supplies, Inc.		Commercial Cleaning Systems		Base Hill, Inc. DBA: Jan Point		Joranda Mark D
		1445 Donlon St., #4		840 Apollo Street, Suite 307		11823 E. Slauson Ave., Suite 3		1660 South Bro
		Ventura, CA 93003		El Segundo, CA 90245		Santa Fe Springs, CA 90670		Santa Monica, C
		805-644-5308		818-455-4551		213-425-3070		805-349-7503
		kellycleaning@kellyclean.net		Aolson@commercialcleaningsystems.com		sunnykim@janpoint.com		Juanita.buenros
		Bidder Status: Valid		Bidder Status: Valid		Bidder Status: Valid		Bidder Status:
		#1		#2		#3		
Item #	ITEM DESCRIPTION	Weekly Cost	Cost per Hour for Special/ Emergency Cleaning	Weekly Cost	Cost per Hour for Special/ Emergency Cleaning	Weekly Cost	Cost per Hour for Special/ Emergency Cleaning	Weekly Cost
1	Water Campus, 251 S. Hayes Ave.	\$1,083.00	\$22.00/HR - Minimum of 3 Hours	\$639.20	\$46.50/HR	\$1,025.41	\$30.00/HR	\$1,352.97
2	Blending Station No. #3, 1700 Solar Dr.	\$89.00	\$22.00/HR - Minimum of 3 Hours	\$140.79	\$46.50/HR	\$69.84	\$30.00/HR	\$190.26
3	Blending Station No. #4, 3637 N. Rose Ave.	\$45.00	\$22.00/HR - Minimum of 3 Hours	\$131.84	\$46.50/HR	\$41.57	\$30.00/HR	\$137.76
4	Blending Station No. #5, 908 E. Pleasant Valley Rd.	\$45.00	\$22.00/HR - Minimum of 3 Hours	\$131.60	\$46.50/HR	\$41.57	\$30.00/HR	\$135.26
5	Wastewater Treatment Plant, 6001 S. Perkins Rd.	\$670.00	\$22.00/HR - Minimum of 3 Hours	\$721.40	\$46.50/HR	\$985.23	\$30.00/HR	\$1,638.63
6	Advanced Water Purfication Facility, 5700 S. Perkins Rd.	\$234.00	\$22.00/HR - Minimum of 3 Hours	\$519.92	\$46.50/HR	\$554.28	\$30.00/HR	\$1,576.24
7	Del Norte Regional Recycling & Transfer Station, 111 Del Norte Blvd.	\$590.00	\$22.00/HR - Minimum of 3 Hours	\$692.97	\$46.50/HR	\$720.56	\$30.00/HR	\$1,782.78
GRAND TOTAL SUBMITTED		\$2,756.00	\$66/3 HR Min.	\$2,977.72	\$46.00/HR	\$3,438.46	\$30.00/HR	\$6,813.90
GRAND TOTAL VERIFIED								



City of Oxnard
Purchasing Department

Solicitation #FN19-26
Bid Close Date: 1/09/19 on or before 2:00 pm PT

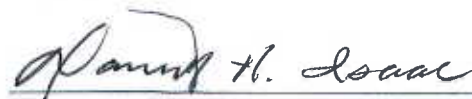
ATTACHMENT A
COMPENSATION
SCHEDULE

The above named Proposer has examined the proposed Contract Documents, visited all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment to perform the required work.

Proposers will submit a fixed weekly rate. The costs will include all costs for labor, materials, supplies, equipment and other related costs necessary to provide the required services as indicated in this solicitation document. Please note if there is a price break for servicing all locations.

PUBLIC WORKS ADMINISTRATION

Public Works Administration Location(s)	Weekly Cost	Cost per Hour for Special/ Emergency Cleaning
Water Campus, 251 S. Hayes Ave.	\$1,083.00	\$22.00/hr Minimum of 3hours
Blending Station No. 3, 1700 Solar Dr.	\$89.00	\$22.00/hr Minimum of 3 hours
Blending Station No. 4, 3637 N. Rose Ave.	\$45.00	\$22.00/hr Minimum of 3 hours
Blending Station No. 5, 908 E. Pleasant Valley Rd.	\$45.00	\$22.00/hr Minimum of 3 hours
Wastewater Treatment Plant, 6001 S. Perkins Rd.	\$670.00	\$22.00/hr Minimum of 3 hours
Advanced Water Purification Facility, 5700 S. Perkins Rd.	\$234.00	\$22.00/hr Minimum of 3 hours
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Blvd.	\$590.00	\$22.00/hr Minimum of 3 hours


Signature of Bidder

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor. Price will not be the only factor

David H. Isaac
Authorized Signature

David H. Isaac
Print Signature

Vice President-Operations
Title

Margo M. Kelly
Authorized Signature

Margo M. Kelly
Print Signature

President
Title

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>12/20/18</u>	#03	<u> </u>
#02	<u>1/2/19</u>	#04	<u> </u>

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.



**ATTACHMENT B
COMPANY INFORMATION**

Name of Company: Kelly Cleaning & Supplies, Inc

Address: 1445 Donlon St #4 Ventura, CA 93003

Service to provide: Janitorial Service

Main Point of Contact: David H. Isaac

Fed Tax ID: 26-3896497 City Tax ID: 19-00001443

E-mail: Kelly Cleaning & Kelly Clean.net Phone: 805 644-5308

9.0 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Certifications/licenses, if applicable
- d. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, David H. Isaac, a duly authorized agent of Kelly Cleaning & Supplies, Inc.
Printed Name of Agent/Officer Name of Organization

hereby certify that Kelly Cleaning & Supplies, Inc. by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: David H. Isaac

Date: 1/11/19

Title of Agent/Officer: Vice President - Operations

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Thacher School
Address:	5075 Thacher Rd. Ojai, CA 93023
Contact person:	Marcy Sanchez
Email address:	msanchez@thacher.org
Telephone address:	805 640-3230
Project name:	
Dates worked performed:	Since 1996 to Present
Summary of scope of services:	Janitorial Service.
Project cost:	\$180,000/year.

Reference 2	
Company name:	Ventura County Credit Union.
Address:	Multiple Sites (9)
Contact person:	April Minott
Email address:	aminott@vccuonline.net
Telephone address:	805 525-8622
Project name:	
Dates worked performed:	2015 to Present.
Summary of scope of services:	Janitorial work
Project cost:	\$75,000/year.

Reference 3	
Company name:	Ventura County Superintendent of Schools.
Address:	multiple Locations (15)
Contact person:	Debi Carr.
Email address:	DCarr@VCOE.org.
Telephone address:	805 383-1942
Project name:	
Dates worked performed:	Since 06 to Present.
Summary of scope of services:	Janitorial
Project cost:	\$ 450,000 / year.

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

None

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ☒ _____

1. If so, explain the circumstances:

ATTACHMENT E
CITY OF OXNARD SIGNATURE
SHEET, AFFIDAVIT

1. David H. Isaac
depose and say that I am Vice President Operations
("Sole Owner", "A Partner", "President", or other proper title)
of Kelly Cleaning & Supplies, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

David H. Isaac
Signature

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



December 20, 2018

ADDENDUM #1

BID No. FN19-26

Scheduled Bid Closing Date: ~~January 9, 2019 at 2:00 p.m.~~ January 16, 2019 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Bid closing date has been changed to January 16, 2019 at 2:00 p.m.
- Last day for questions is January 3, 2019.

Addendum #1 received: Date 12/20/18

Received by: David Isaac

Name & Title, printed: David Isaac Vice President - Operations

Company: Kelly Cleaning & Supplies, Inc.

Address: 1445 Donlon St #4 Ventura, CA 93003

Telephone Number, including Area Code: 805 644-5308

Fax Number, including Area Code: 805 644-7984

EXHIBIT C
Cost of Services

The costs for services is a fixed weekly rate and includes all costs for labor, materials, supplies, equipment and other related costs necessary to provide the services as required in the Request for Quotation Section D1 and in this Agreement.

Location	Weekly Cost
Water Division Facilities	
1. Water Campus, 251 S. Hayes Ave.	
2. Blending Station No. 3, 1700 Solar Dr.	\$ 1,250.00
3. Blending Station No. 4, 3637 N. Rose Ave.	
4. Blending Station No. 5, 908 E. Pleasant Valley Rd.	
Wastewater Treatment Plant, 6001 S. Perkins Rd.	\$ 691.00
Advanced Water Purification Facility, 5700 S. Perkins Rd.	\$ 234.00
Environmental Resources Division Del Norte Regional Recycling and Transfer Station, 111 Del Norte Blvd.	\$ 560.00
Total Weekly Service Costs	\$ 2,735.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2018

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

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

PRODUCER Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013		CONTACT NAME: Laura Decker PHONE (A/C, No, Ext): (805) 965-0071 FAX (A/C, No): (805) 690-3200 E-MAIL ADDRESS: ldecker@bbofcal.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Security National Insurance Company	
		INSURER B: Oak River Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18/19 GL, Auto, Umb & WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		SPP165600000	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	☒ AUTOMOBILE LIABILITY	Y		SPP153180901	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS - NON-OWNED AUTOS ONLY					\$	
A	☒ UMBRELLA LIAB			SMB152778201	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ CLAIMS-MADE						\$
	DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	KEWC915967	09/01/2018	09/01/2019	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Reference #8847.

City of Oxnard, its City Council, officers, employees, agents and volunteers are included as Additional Insureds under the General Liability per the attached form 33-0730 10 13 and under the Auto Liability per the attached form CA990187 0715, as required by written contract. General Liability policy is Primary and Non-Contributory per the attached form 33-0730 10 13, as required by written contract. Waiver of Subrogation applies to the Workers Compensation per the attached form WC 99 04 10B (Ed. 9-14), as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Insurance Compliance PO Box 100085 - OX Duluth GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Decker

©1988-2015 ACORD CORPORATION. All rights reserved.

IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City.
The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws.
Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - Multiple business tax certificates; branch establishments.

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - Nontransferability. No business tax certificate issued...shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - Duplicate Business tax certificates. If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

OCC sec 11-20- Posting and carrying business tax certificate.

- (a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

OCC sec 11-21 - Time for payment.

- (a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- (b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable...in advance on the first day of business...

OCC sec 11-22 - Delinquency; penalties; installment payments.

- (a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. The penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the business tax due.

OCC sec 11-22 - No refund on cessation of business.

- (a) A certificant shall not be entitled a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

CITY OF OXNARD - LICENSE SERVICES
214 South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

BUSINESS TAX CERTIFICATE
NON TRANSFERRABLE OR ASSIGNABLE

Classification Code No: **2841-31**

Certificate No: **19-00001443**

Control No: **16866**

Date Issued: **10/02/18**

Expiration Date: **9/30/19**

Classification Code Description: **JANITORIAL OR MAID SERVICE**

Owner's Name: **KELLY CLEANING & SUPPLIES INC**

Business Address: **OUTSIDE OF OXNARD**

OXT1002A *** 7000000243 00.0003.0032 228/1
AUTO ALL FOR AADC 931



KELLY CLEANING & SUPPLIES
1445 DONLON ST #4
VENTURA CA 93003-8388

POST IN A CONSPICUOUS PLACE

This Business Tax Certificate is issued as an acknowledgment for the payment of a business tax

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 16, 2019
- (2) Vendor: Kelly Cleaning & Supplies, Inc.
- (3) Services: Custodial Services for Water Campus, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: April 15, 2022
- (6) Total Agreement Amount: \$429,936
- (7) City's Project Manager: Brian Yanez
- (8) Vendor's Project Manager: David Isaac
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?
 - ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:

<i>FOR VENDOR:</i> 2300 Knoll Drive, Suite B Ventura, CA 93003 Attn: David Isaac, Vice President of Operations	<i>FOR CITY:</i> 305 West Third Street, Third Floor, East Wing Oxnard, CA 93030 Attn: Brian Yanez, Assistant Public Works Director
--	--
- (12) Contact Emails:

<i>VENDOR'S PROJECT MANAGER:</i> kellycleaning@kellyclean.net	<i>CITY'S PROJECT MANAGER:</i> brian.yanez@oxnard.org
---	---

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

- | | |
|--|---|
| ☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Living Wage Policy Exhibit | ☒ Insurance Exhibit (INS-D) |
|--|---|

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this

Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s conflict of interest code, the requirements of which include the filing of one or more statements of economic

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

KELLY CLEANING & SUPPLIES, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ Buyer _____

David Isaac, Vice President _____ Date _____

Margo Kelly, Financial Officer _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

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

The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

WASTEWATER TREATMENT PLANT

6001 South Perkins Road
Oxnard, CA 93033

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating Fridays. Vendor shall perform services at the following locations at the Wastewater Treatment Plant:

1. Administration Building (7,090 sq. ft.)
2. Collection Systems Maintenance Building (2,400 sq. ft.)
3. Maintenance Shop Building (2,165 sq. ft.)
4. Solids Processing Building (1,985 sq. ft.)
5. North Area Electrical Building (1,190 sq. ft.)
6. Plant Control Center (3,275 sq. ft.)
7. Digester Control Building (750 sq. ft.)
8. Carpeted Exercise Room (570 sq. ft.)
9. Headworks Facility (800 sq. ft.)

This includes all reception areas, restrooms, kitchenettes and offices at all locations, as applicable.

Daily Services

1. Empty all waste baskets and replace liners, as necessary
2. Empty all paper recycling bins
3. Vacuum all carpeted areas
4. Spot clean floors and carpets, as needed
5. Empty all sand urns
6. Clean and sanitize all restrooms and restock restrooms, as needed
7. Clean counters, table tops and sinks in conference rooms and kitchenettes
8. Secure all windows and doors prior to leaving
9. Turn off lights

Weekly Services

1. Clean hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Dust and wax all conference tabletops
4. Clean all furniture as needed
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains)

ADVANCED WATER PURIFICATION FACILITY (AWPF)

5700 South Perkins Road
Oxnard, CA 93033

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating Fridays. Vendor shall perform services at the following locations at the Advanced Water Purification Facility (AWPF):

1. Administration Building (10,848 sq. ft.)
 - a. 1st Floor (6,135 sq. ft.)
 - b. 2nd Floor (4,713 sq. ft.)
2. Conference Center, including restrooms and catering area (2,552 sq. ft.)
3. Downstairs Catering Area, Toilet and Shower (1,027 sq. ft.)

Daily Services

1. Empty all waste baskets and replace liners, as necessary
2. Empty all paper recycling bins
3. Spot clean floors and carpets, as needed
4. Clean counters, table tops and sinks in conference rooms and kitchenettes
5. Secure all windows and doors prior to leaving
6. Turn off lights

Twice-Weekly Services

1. Vacuum all carpeted areas
2. Empty all sand urns
3. Clean and sanitize all restrooms and restock restrooms

Weekly Services

1. Clean hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc
3. Dust and wax all conference tabletops
4. Clean all furniture as needed
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains)

WATER DIVISION ADMINISTRATION

251 S. Hayes Avenue
Oxnard, CA 93030

The vendor shall provide services on a daily basis, beginning at 6:00 a.m. and completing before 5:00 p.m. on Mondays through Thursdays and on alternating Fridays. Vendor shall perform services at the following locations at the Water Division Facilities:

Water Campus Administration, 251 S. Hayes Ave., Oxnard, CA 93030

1. Multi-Purpose Training Facility (1,200 sq. ft.)
2. Two-Story Desalter Building (1,790 sq. ft.)
3. Administration Building (10,400 sq. ft.)
4. Distribution area, Distribution Meter Shop (700 sq. ft.)
5. South Administration Building (1,750 sq. ft.)
6. Dispatch Building (1,800 sq. ft.)

Blending Station No. 3, 1700 Solar Dr., Oxnard, CA 93036 (1,260 sq. ft.)

1. Laboratory (170 sq. ft.) with cork flooring and stainless steel sink
2. Control Room (190 sq. ft.) with cork flooring and formica counters
3. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls
4. Storage Room/Shower (84 sq. ft.) with tile floor
5. Meeting/Break Room (368 sq. ft.) with cork flooring and formica counters
6. Hallway (315 sq. ft.)

Blending Station No. 4, 3637 N. Rose Ave., Oxnard, CA 93036 (200 sq. ft.)

1. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls
2. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls

Blending Station No. 5, 908 E. Pleasant Valley Rd., Oxnard, CA 93033 (160 sq. ft.)

1. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls and storage cabinet
2. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, cinder block walls

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable

Daily Services – Water Campus

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms. Dispose in correct outside building containers
2. Wipe out inside of trash containers and replace all container liners as necessary
3. Vacuum all carpets
4. Clean and polish water fountains and sinks
5. Clean counters, table tops and sinks in conference rooms and kitchenettes
6. Wipe down chairs in conference room and kitchenettes, as necessary
7. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and showers
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats
 - c. Mop tile floors with disinfectant/germicidal solution
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) Make sure they are not installed upside down
8. Clean and polish all chrome fixtures and mirrors
9. Use stainless steel cleaner on all metal surfaces
10. Mop/dust bare/concrete floors
11. Dust all flat surfaces, using a non-feather duster, includes desk tops, file cabinets, tables, windowsills and window ledges, door jams, and book shelves
12. Spot clean walls, light switches, doors, and door frames
13. Spot clean carpets and upholstered office furniture
14. Clean entry glass doors, both sides, and any windows on inside offices and doors
15. Pour water down all drains for odor control (floor drains)
16. Remove hard water deposits on all sinks

Twice-Weekly Services – Blending Station Nos. 3, 4 and 5

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes and conference rooms. Trash and recycled materials need to be disposed off-site
2. Wipe out inside of trash containers and replace all container liners, as necessary
3. Clean and polish sinks (important to remove residual buildup due to constant running water)
4. Clean counters, table tops and sinks in conference rooms and kitchenettes
5. Wipe down chairs in conference room and kitchenettes, as necessary
6. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning mirrors and tiled walls around wash basins, toilets and showers
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats
 - c. Mop tile floors with disinfectant/germicidal solution
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) Make sure they are not installed upside down
7. Mop/dust bare/concrete floors
8. Pour water down all floor drains for odor control
9. Remove hard water deposits on all sinks

DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION

111 S. Del Norte Blvd
Oxnard, CA 93030

Vendor shall provide services on a daily basis, beginning at 5:00 p.m. (but no earlier than 6:00 p.m. for the Administration Building), Monday through Friday.

1. Administration Building (10,136sq. ft.)

- a. 1st Floor, including Lobby, and Education Center (7,713 sq. ft.)
- b. Elevator (63 sq. ft.)
- c. 2nd Floor (2,360 sq. ft.)

2. North Side of Materials Recovery Facility (962 sq. ft.)

- a. Restroom 1 (324 sq. ft.)
- b. Restroom 2 (360 sq. ft.)
- c. Locker Area (278 sq. ft.)

3. Dispatch Building (700 sq. ft.)

- a. Common Area (500 sq. ft.)
- b. Office 1 (75 sq. ft.)
- c. Office 2 (75 sq. ft.)
- d. Restroom (50 sq. ft.)

4. Buyback Office (190 sq. ft.)

5. Scale House (150 sq. ft.)

6. Materials Recovery Facility Breakroom (400 sq. ft.)

7. Maintenance Shop Building (150 sq. ft.)

- a. Office (100 sq. ft.)
- b. Restroom (50 sq. ft.)

Daily Services

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms – dispose in correct outside building containers
2. Wipe out inside of trash containers and replace all container liners as necessary
3. Vacuum all carpets
4. Clean, disinfect and polish sinks
5. Clean and disinfect counters, table tops, door handles and knobs, and sinks in conference rooms, breakrooms, and kitchenettes
6. Wipe down chairs in conference room, breakrooms, and kitchenettes, as necessary
7. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and urinals
 - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats
 - c. Mop tile floors with disinfectant/germicidal solution
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is not installed incorrectly in dispensing unit
 - e. Clean and polish mirrors
8. Use stainless steel cleaner on all metal surfaces
9. Dust mop hard floor surfaces

10. Spot clean walls, light switches, doors, and door frames
11. Spot clean carpets and upholstered office furniture
12. Clean entry glass doors, both sides, and any windows on inside offices and doors.
13. Pour water down all drains for odor control (floor drains)
14. Replenish all hand sanitizer dispensers as necessary
15. Replenish all air freshener dispensers as necessary

Weekly Services

1. Using a non-feather duster, dust all flat surfaces including desk tops, partition tops, file cabinets, tables, windowsills, window ledges, door jams and book shelves
2. Clean and polish all metal fixtures such as elevator panels and stairwell railings
3. Remove hard water deposits on sinks and water fountains
4. Clean and disinfect microwave and toaster ovens in kitchenettes and breakrooms
5. Wet mop hard floor surfaces

Monthly Services

1. Dust high reach areas including shelves, ledges, vents and HVAC grills
2. Dust blinds
3. Remove spider webs
4. Clean baseboards, carpet edges and corners and stairs wells
5. Vacuum/clean upholstered furniture

Semi-Annual Services

1. Strip and wax hard floor surfaces
2. Dry clean or hot water extraction clean all carpet floor surfaces

MATERIAL, SUPPLIES AND LABOR TO BE PROVIDED BY THE VENDOR

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies and materials of good quality and in the amounts necessary to fulfill these specifications, and to accomplish an acceptable and professional level of maintenance. The supplies and materials shall include, but not be limited to:

1. All necessary cleaning equipment, supplies, dispensers, application bottles and related items
2. All necessary lamps, bulbs, lights, and paper products including toilet paper, toilet seat liners, towels and related items. (The use of paper products made from recycled products is required)
3. All trash container supplies, including any trash liners
4. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes and related items

RATES AND COSTS EXHIBIT

The costs for services is a fixed weekly rate and includes all costs for labor, materials, supplies, equipment and other related costs necessary to provide the services, as required in this Agreement.

Location	Weekly Cost	Cost Per Hour for Special/Emergency Cleaning
Water Division Facilities: 1. Water Campus, 251 S. Hayes Ave. 2. Blending Station No. 3, 1700 Solar Dr. 3. Blending Station No. 4, 3637 N. Rose Ave. 4. Blending Station No. 5, 908 E. Pleasant Valley Rd.	\$1,262.00	\$22.00/hr - Minimum of 3 hours
Wastewater Treatment Plant, 6001 S. Perkins Rd.	\$670.00	\$22.00/hr - Minimum of 3 hours
Advanced Water Purification Facility (AWPF), 5700 S. Perkins Rd.	\$234.00	\$22.00/hr - Minimum of 3 hours
Environmental Resources Division Del Norte Regional Recycling and Transfer Station, 111 Del Norte Blvd.	\$590.00	\$22.00/hr - Minimum of 3 hours
Total Weekly Service Costs	\$2,756.00	

LIVING WAGE POLICY EXHIBIT

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

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

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.

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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors 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.

1. Contractor 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-D. 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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor 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.

3. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-D 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).**

4. 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.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.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 SPACECOMPANY
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 \$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 \$1,000,000 LIMIT 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; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

POLICY INFORMATION:

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

Telephone:

NAMED INSURED

☐ 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
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. L.1.

DATE: April 2, 2019
TO: City Council
FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org
SUBJECT: Zone Text Amendment to Oxnard City Code Chapter 16 Article II and Article V, Division 13 Related to Accessory Dwelling Units: Continuation of Public Hearing.

RECOMMENDATION

That the City Council continue the noticed public hearing to the April 16, 2019 City Council regular meeting.

BACKGROUND

N/A

STRATEGIC PRIORITIES

N/A

FINANCIAL IMPACT

N/A

COMMITTEE OUTCOME

N/A

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.2.

DATE: April 2, 2019

TO: Housing Authority Board

FROM: Rhonda Hodge, Interim Housing Director, (805) 385-7889, rhonda.hodge@oxnard.org

SUBJECT: Five-Year & Annual Agency Plan and Capital Fund Program (CFP) 5-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the fifth year of the Five-Year Agency Plan, the 2019 CFP Budget, and the CFP 5-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the Five-Year and Annual Agency Plan for the Housing Authority;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;
 - d. Approving the 2019 CFP Budget and CFP 5-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2019 CFP Budget and CFP 5-Year Action Plan.

BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires OHA to submit a Five-Year and Annual Agency Plan. The purpose of the Five-Year and Annual Agency Plan, along with the program policies for the Public Housing Program (Admissions and Continued Occupancy Policy) and the Housing Choice Voucher Program/Section 8 Program (Administrative Plan) is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, participants in the Section 8 Program, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

The current Five-Year Plan covers fiscal years 2015-2019 and the Annual Plan covers fiscal year 2019. Updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan and in accordance with HUD requirements.

DISCUSSION

Other than regulatory mandated updates, no significant changes were proposed to OHA's 2019 Annual Agency Plan. The opportunity for suggestions and/or recommendations from the public was made available for public comments January 18, 2019 for forty-five days.

The plan was submitted to the Resident Advisory Board (RAB) consisting of Tenant Commissioners, public housing residents, and Section 8 Program participants. The RAB provides comments and feedback to the agency. The Board conducted public meetings on January 24, 2019 and February 7, 2019. OHA staff made presentations to the RAB at those meetings and responded to inquiries from RAB members and others.

In addition to any proposed changes, the last component of the Annual Agency Plan has to do with the adoption of an annual CFP budget as well as a CFP 5-Year Action Plan. The primary purpose of the CFP is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary improvements. For the coming fiscal year, the OHA is presenting a budget of \$1,482,093 for the CFP activities, which is the amount requested by the OHA to HUD. The final funding amount is yet to be determined and is based upon congressional appropriation. The proposed annual CFP budget and Five-Year Action plan are set forth in Attachments 1 and 2.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life Strategy. The Purpose of the Quality of Life Strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

FINANCIAL IMPACT

This item has no impact to the General Fund. The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately \$1.48 million under the Capital Fund. Adoption of an Annual Agency Plan is required for the OHA to receive the funds set forth in the CFP Budget and CFP Five-Year Action Plan.

COMMITTEE OUTCOME

This item did not originate in Committee, primarily because public hearing items are typically heard directly by the full Housing Authority Board, and secondarily because this item is an update to the previously Board-approved five year plan.

Prepared by: Rhonda Hodge, Interim Housing Director

ATTACHMENTS

1. Proposed CFP Budget for 2019
2. Proposed CFP Five-Year Action Plan
3. Resolution Approving Five-Year Plan
4. Required HUD Certifications

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 6/30/2017

[illegible]

³ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part I: Summary	
PHA Name: Oxnard Housing Authority	Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-19 Replacement Housing Factor Grant No: Date of CFFP: 12/5/2018
FFY of Grant: 2019 FFY of Grant Approval:	
Type of Grant: [X] Original annual Statement [] Performance and Evaluation Report for Period Ending: [] Reserve for Disasters/Emergencies [] Revised Annual Statement (Revision no:) [] Final Performance and Evaluation Report	
Line	Summary by Development Account
	Total Estimated Cost
	Revised ²
	Obligated
	Expended
24	Amount of line 23 Related to LBP Activities
25	Amount of line 23 Related to Section 504 compliance
26	Amount of line 23 Related to Security - Soft Costs
27	Amount of line 23 Related to Security - Hard Costs
28	Amount of line 23 Related to Energy Conservation Measures
Signature of Executive Director	
Date	
Signature of Public Housing Director	
Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFF Grants for operations.
⁴ RHF funds shall be included here.

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Expires 06/30/2017

Federal FFY of Grant: 2019

² To be completed for the Performance and Evaluation Report.

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 06/30/2017

Part II: Supporting Pages									
PHA Name:		Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-19 CFPP (Yes/ No):		Federal FFY of Grant: 2019			
Development Number Name/PHA-Wide Activities		General Description of Major Work Categories		Replacement Housing Factor Grant No: Development Account No.		Quantity		Total Estimated Cost	
								Original	
								Revised¹	
								Funds Obligated ²	
								Funds Expended ²	
				</					

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name: Oxnard Housing Authority		[X] Original 5-Year Plan [] Revision no:			
Development Number/Name/HA-Wide	Year 1 2019 Annual Statement	Work Statement for Year 2 FFY Grant: 2020 PHA FY: 2021	Work Statement for Year 3 FFY Grant: 2021 PHA FY: 2022	Work Statement for Year 4 FFY Grant: 2022 PHA FY: 2023	Work Statement for Year 5 FFY Grant: 2023 PHA FY: 2024
CAL 31-0 OHA-Wide	\$	957,790.00	\$ 939,272.50	\$ 959,380.00	\$ 938,180.00
OHA Wide Security System	\$	-		\$ 15,000.00	\$ -
CAL 31-1 The Courts					
CAL 31-2 Felicia Court	\$	-	\$ -	\$ 378,950.00	\$ 150,000.00
CAL 31-3 Colonia Road			\$ -		\$ -
CAL 31-4 Pleasant Valley	\$	-	\$ -	\$ 95,550.00	\$ 300,000.00
CAL 31-5 Plaza Vista	\$	150,000.00	\$ 55,000.00	\$ 10,000.00	\$ -
CAL 31-7 Scattered Sites	\$	300,000.00	\$ -	\$ -	\$ -
CAL 31-8 Palm Vista	\$	-	\$ 460,000.00	\$ 600.00	\$ 50,000.00
CFP Funds Listed for 5-year Planning	\$	1,407,790.00	\$ 1,454,272.50	\$ 1,459,480.00	\$ 1,438,180.00
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2019	Activities for Year: 2 FFY Grant: 2020 PHA FY: 2021			Activities for Year: 3 FFY Grant: 2021 PHA FY: 2022		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	PHA-Wide Cal 31-0	Operations	\$ 280,000.00	PHA-Wide Cal 31-0	Operations	\$ 280,000.00
		Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
		Administration	\$ 105,000.00		Administration	\$ 105,000.00
		A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
		Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
		Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
		Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
		GPNA	\$ 20,000.00			
		Debt. Service	\$ 440,790.00		Debt. Service	\$ 442,272.50
		Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
	Cal 31-0 Subtotal:		\$ 957,790.00	Cal 31-0 Subtotal:		\$ 939,272.50
	Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year: 2 2020 PHA FY: 2021		Activities for Year: 3 FFY Grant: 2021 PHA FY: 2022			
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide			OHA Wide		\$ -
Felicia Court			Felicia Court		
CAL 31-2			CAL 31-2		
CAL 31-2 Subtotal:		\$ -			
Colonia Village			CAL 31-2 Subtotal:		\$ -
CAL 31-3			Colonia Village		
CAL 31-3 Subtotal		\$ -	CAL 31-3		
Pleasant Valley					
CAL 31-4					
			CAL 31-3 Subtotal		\$ -
CAL 31-4 Subtotal		\$ -	Pleasant Valley		
			CAL 31-4		
Plaza Vista					
CAL 31-5	Kitchen Cabinets	\$ 150,000.00			
					\$ -
CAL 31-5 Subtotal:		\$ 150,000.00	CAL 31-4 Subtotal:		
			Plaza Vista		
Scattered Sites			CAL 31-5	Parking Area Concrete	\$ 55,000.00
CAL 31-7	Kitchen Cabinets	\$ 300,000.00			
			CAL 31-5 Subtotal:		\$ 55,000.00
			Scattered Sites		
			CAL 31-7		
CAL 31-7 Subtotal:		\$ 300,000.00			
Palm Vista					
CAL 31-8			CAL 31-7 Subtotal:		\$ -
			Palm Vista	Drain Lines	\$ 300,000.00
			CAL 31-8	Parking Area Concrete	\$ 160,000.00
CAL 31-8 Subtotal:			CAL 31-8 Subtotal:		\$ 460,000.00
Total CFP Estimated Cost		\$ 1,407,790.00			\$ 1,454,272.50

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2022 PHA FY: 2023			Activities for Year: 5 FFY Grant: 2023 PHA FY: 2024		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
PHA-Wide	Operations	\$ 280,000.00	PHA-Wide	Operations	\$ 280,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
	Administration	\$ 105,000.00		Administration	\$ 105,000.00
	A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
	Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
	Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
	Computer Hardware	\$ 20,000.00			
	Debt. Service	\$ 442,380.00		Computer Hardware	\$ 20,000.00
	Contingency	\$ 15,000.00		Debt. Service	\$ 441,180.00
	Audit	\$ 20,000.00		Contingency	\$ 15,000.00
Cal 31-0 Subtotal:		\$ 959,380.00	Cal 31-0 Subtotal:		\$ 938,180.00
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2022 PHA FY: 2023			Activities for Year: 5 FFY Grant: 2023 PHA FY: 2024		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide	Security System	\$ 15,000.00	OHA Wide		\$ -
Felicia Court			Felicia Court		
CAL 31-2	Trash Enclosure	\$ 30,000.00	CAL 31-2	Walkway Concrete	\$ 150,000.00
	Fences	\$ 94,750.00			
	Trash Enclosure Covers	\$ 4,200.00			
	Windows	\$ 250,000.00			
CAL 31-2 Subtotal:			CAL 31-2 Subtotal:		\$ 150,000.00
Colonia Village		\$ 378,950.00	Colonia Village		
CAL 31-3			CAL 31-3		
CAL 31-3 Subtotal		\$ -	CAL 31-3 Subtotal		\$ -
Pleasant Valley			Pleasant Valley		
CAL 31-4	Trash Enclosure	\$ 30,000.00	CAL 31-4	Kitchen Cabinets	\$ 300,000.00
	Community Ctr. Re-Roofing	\$ 19,550.00			
	Rehab Recreation Room	\$ 46,000.00			
CAL 31-4 Subtotal:		\$ 95,550.00	CAL 31-4 Subtotal:		\$ 300,000.00
Plaza Vista			Plaza Vista		
CAL 31-5	Plumbing	\$ 10,000.00	CAL 31-5		
CAL 31-5 Subtotal:		\$ 10,000.00	CAL 31-5 Subtotal:		\$ -
Scattered Sites			Scattered Sites		
CAL 31-7			CAL 31-7		
CAL 31-7 Subtotal:		\$ -	CAL 31-7 Subtotal:		\$ -
Palm Vista	Trash Enclosure Covers	\$ 600.00	Palm Vista		
CAL 31-8			CAL 31-8	Roof Re-piping	\$ 50,000.00
CAL 31-8 Subtotal:		\$ 600.00	CAL 31-8 Subtotal:		\$ 50,000.00
Total CFP Estimated Cost		\$ 1,459,480.00			\$ 1,438,180.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE FIVE-YEAR AND ANNUAL AGENCY PLANS AND
THE 2019 CAPITAL FUND PROGRAM (CFP) BUDGET AND CFP FIVE-YEAR ACTION
PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT
THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a Five-Year Agency Plan, update the same with an Annual Plan (the Plan), and submit the fifth year of the Five-Year and Annual Plans for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The OHA adopted a Five-Year Agency Plan in 2015; and

WHEREAS, on April 2, 2019, the OHA conducted a public hearing on the proposed fifth year of the 2015-2019 CFP Five-Year Action Plan, the 2019 Annual Agency Plan, and the 2019 CFP Budget.

WHEREAS, the OHA wishes to update its plan by adoption of the fifth year of the 2015-2019 CFP Five-Year Action Plan, the 2019 Annual Agency Plan and the 2019 CFP Budget.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the fifth year of the 2015-2019 CFP Five-Year Action Plan, the 2019 Annual Agency Plan and the 2019 Capital Fund Annual Statement and fifth year of the Five-Year Capital Fund Plan, as presented to the Board on April 2, 2019; and
2. The Board authorizes and directs the chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and
3. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and

///

///

4. The Board authorizes the Housing Director to accept and extend the funds as indicated in the revised 2019 Capital Fund Annual Statement and fifth year of the Five-Year Capital Fund Plan.

APPROVED AND ADOPTED THIS _____ DAY OF _____ 2019 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

Attest:

Michelle Ascencion, Secretary-Designate

Approved as to form:

Stephen M. Fischer, General Counsel

Annual PHA Plan (Standard PHAs and Troubled PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
--	---	--

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																														
A.1	PHA Name: <u>Oxnard Housing Authority</u> PHA Code: <u>CA031</u> PHA Type: ☒ Standard PHA ☐ Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2019</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>666</u> Number of Housing Choice Vouchers (HCVs) <u>1,773</u> Total Combined Units/Vouchers <u>2,439</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1"> <thead> <tr> <th data-bbox="167 1518 443 1591">Participating PHAs</th> <th data-bbox="443 1518 573 1591">PHA Code</th> <th data-bbox="573 1518 873 1591">Program(s) in the Consortia</th> <th data-bbox="873 1518 1144 1591">Program(s) not in the Consortia</th> <th colspan="2" data-bbox="1144 1518 1448 1560">No. of Units in Each Program</th> </tr> <tr> <th></th> <th></th> <th></th> <th></th> <th data-bbox="1144 1560 1291 1591">PH</th> <th data-bbox="1291 1560 1448 1591">HCV</th> </tr> </thead> <tbody> <tr> <td data-bbox="167 1591 443 1686">Lead PHA:</td> <td data-bbox="443 1591 573 1686"></td> <td data-bbox="573 1591 873 1686"></td> <td data-bbox="873 1591 1144 1686"></td> <td data-bbox="1144 1591 1291 1686"></td> <td data-bbox="1291 1591 1448 1686"></td> </tr> <tr> <td data-bbox="167 1686 443 1791"></td> <td data-bbox="443 1686 573 1791"></td> <td data-bbox="573 1686 873 1791"></td> <td data-bbox="873 1686 1144 1791"></td> <td data-bbox="1144 1686 1291 1791"></td> <td data-bbox="1291 1686 1448 1791"></td> </tr> <tr> <td data-bbox="167 1791 443 1881"></td> <td data-bbox="443 1791 573 1881"></td> <td data-bbox="573 1791 873 1881"></td> <td data-bbox="873 1791 1144 1881"></td> <td data-bbox="1144 1791 1291 1881"></td> <td data-bbox="1291 1791 1448 1881"></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program						PH	HCV	Lead PHA:																	
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																											
				PH	HCV																										
Lead PHA:																															

B.	Annual Plan Elements					
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Grievance Procedures. ☐ ☒ Homeownership Programs. ☐ ☒ Community Service and Self-Sufficiency Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Asset Management. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each revised element(s): N/A- no revisions (c) The PHA must submit its Deconcentration Policy for Field Office review. N/A no revisions					
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Designated Housing for Elderly and/or Disabled Families. ☐ ☒ Conversion of Public Housing to Tenant-Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☒ Occupancy by Over-Income Families. ☐ ☒ Occupancy by Police Officers. ☐ ☒ Non-Smoking Policies. ☐ ☒ Project-Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.					
B.3	Civil Rights Certification. Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.					

B.4	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
B.5	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. See Attachment B.5
B.6	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☒ ☐ (c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See Attachment B.6
B.7	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.8	Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☐ ☒ (b) If yes, please describe:
C.	Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
C.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See Attachment C.1

Certifications of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2019-2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Oxnard
PHA Name

CA031
PHA Number/HA Code

 X Annual PHA Plan for Fiscal Year 2019-2020

 5-Year PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Tim Flynn	Chairman
Signature	Date

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of the City of Oxnard
PHA Name

CA031
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Rhonda Hodge	Title	Interim Housing Director
Signature		Date	

Attachment B.5
Progress Report

HUD Strategic Goal #1: Increase the availability of decent, safe, and affordable housing.

PHA Goal One: Expand the supply of assisted housing.

- Objective: Apply for additional rental vouchers as they become available.
- Progress: The OHA administers 1,773 Section 8 vouchers and 52 VASH vouchers. Agency will continue to monitor for opportunities to apply for additional vouchers.
- Objective: Development of additional rental housing.
- Progress: Las Cortes, Inc. a non-profit corporation was established with the purpose of creating affordable housing. Currently, it is involved in the demolition and replacement of 260 public housing units.
- Objective: OHA will seek resources for down payment assistance.
- Progress: OHA continues to work with the City of Oxnard's Down Payment Assistance Program to provide down payment and closing cost assistance for first time home buyers.
- Objective: Reduce public housing vacancies.
- Progress: The OHA has maintained a vacancy rate of 2 percent or less and has improved turnaround time to no more than 5-7 days on average.
- Objective: Acquire or build new developments.
- Progress: The OHA has been approved to demolish and replace 260 public housing units. The first phase of the project began in 6/2014 and Phase II of the project was completed on 11/2019. Phase III is currently in the planning phase.
- Objective: Leverage private or other public funds to create additional housing opportunities.
- Progress: OHA continues to work with the City of Oxnard and private developers in developing affordable rental and owner-occupied units. For example, in 2018, Habitat for Humanity of the Ventura County completed the construction of 6 owner-occupied units for low-income families. In addition, Many Mansions is currently building the Ormond Beach Villas Project which is an affordable rental project.

Attachment B.5

Progress Report

PHA Goal Two: Improve quality of assisted housing.

Objective: Improve PHA's score.

Progress: OHA has maintained a standard/or high performer status.

Objective: Improve Voucher management (SEMAP).

Progress: OHA has maintained a standard and/or high performer status.

Objective: Increase customer satisfaction.

Progress: OHA holds meetings that are open to residents of public housing, section 8 participants and section 8 landlords to discuss overall concerns, program updates, and identify areas of improvement. In addition, OHA encourages and supports public housing residents to become involved in their local Tenant Association. Currently, there are four active associations: the Colonia Village Tenant Association, the Plaza Vista Tenant Association, the Palm Vista Tenant Association and the Pleasant Valley Tenant Association.

Objective: Concentrate on efforts to improve specific management functions.

Progress:

- Maintained appropriate operating reserves for public housing.
- Provided 100 percent inspection in public housing and housing choice voucher programs.
- Continue to maintain a high lease-up level in the public housing program.
- Tenant accounts receivable are less than 5% annually.

Objective: Renovate or modernize public housing.

Progress: OHA continues to modernize public housing units based on availability of CFP funding.

Objective: Demolish and dispose of obsolete public housing

Progress: Demolition and disposition of 260 units is underway. In FY 2016, Phase II of the project was started with the demolition of 108 units and the Colonia Senior Center. A total of 142 new units (plus 2 manager units) were released for occupancy in FY 2018.

Objective: Provide replacement vouchers.

Progress: As part of the development of the 260 units, tenant protection vouchers were requested and have been approved.

Objective: Other.

Progress: OHA has maintained all public housing units to a standard that meets or exceeds UPCS.

Attachment B.5 Progress Report

PHA Goal Three: Increase assisted housing choices.

Objective: Provide voucher mobility counseling.

Progress: Voucher mobility counseling continues to be offered as applicable.

Objective: Conduct outreach efforts to potential voucher landlords.

Progress: Working with the City of Oxnard's Owner Participation Section 8 Subcommittee and Ventura County Executive's office to identify resources and establish a platform that will provide the opportunity to hold meetings throughout the year for both existing and prospective Section 8 landlords.

Objective: Implement voucher home ownership program.

Progress: The voucher home ownership program proved infeasible. However; the OHA continues to promote home ownership as a priority through its FSS Program and referrals are made to the City of Oxnard's First Time Home Buyer assistance program.

Objective: Senior income limits/other.

Progress: The OHA previously met goal by increasing the income limit for seniors.

HUD Strategic Goal #2: Improve community quality of life and economic vitality.

PHA Goal One: Provide and improve living environment.

Objective: Implement measures to de-concentrate poverty by bringing higher income public households into lower income housing developments.

Progress: The OHA continues to work towards a major development of mixed housing, which will result in de-concentration of poverty by bringing higher income families into lower income neighborhoods.

Objective: Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments.

Progress:

- Continued to apply rent ranges.
- Continued to provide an admission preference to working households.

Objective: Implement public housing security improvements.

Progress:

- Continue to work closely with the police department and tenant associations to address neighborhood security concerns.

Attachment B.5

Progress Report

- Work with local law enforcement for the screening of applicants in public housing and housing choice voucher program.
- Monitor surveillance recordings in all public housing office locations.
- Expended the Emergency Safety and Security Grant received on improvements that have increased security such as: increased lighting, improved security cameras, and raising of block walls/gates.

Objective: Designate developments or buildings for particular resident groups (elderly, persons with disabilities).

Progress: The OHA continues to operate 2 buildings dedicated to housing seniors/disabled residents: Palm Vista (100 units) and Plaza Vista (50 units).

HUD Strategic Goal #3: Promote self-sufficiency and Asset Development of families and individuals.

PHA Goal One: Promote self-sufficiency and asset development of assisted households.

Objective: Increase the number and percentage of employed persons in assisted families.

Progress:

- Resident Services continues to work with local agencies to provide job development and employment services to residents of public housing.
- OHA serves as the lead agency for the Partner Coordinating Committee which is a collaboration of local community organizations that are working together to leverage resources with the goal of helping families achieve economic self-sufficiency.
- Continued implementation of family self-sufficiency programs in housing choice voucher and public housing programs.

Objective: Provide and attract supportive services to improve assistance recipients' employability.

Progress: Continue to work with welfare agency and local partners to establish strategies that will enable families to obtain employment.

Objective: Other self-sufficiency efforts.

Progress: Secured \$137,298 for FY 2018 through the Family Self-Sufficiency Grant which funds 2 FSS program coordinator positions dedicated to working with public housing residents and Section 8 participants to obtain the skills and experience necessary to achieve self-sufficiency.

Attachment B.5
Progress Report

HUD Strategic Goal #4: Ensure equal opportunity in housing for all Americans.

PHA Goal One: Ensure equal opportunity and affirmatively further fair housing.

Progress:

- Continue to promote measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.
- Continue to promote measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability.
- Currently working on projects that ensure accessible housing to persons with all varieties of disabilities by modifying public housing units in amounts sufficient to meet or exceed the requirements of Section 504 of the Rehabilitation Act of 1973.
- Continue to provide fair housing counseling and dispute resolution service through a working agreement with the Housing Rights Center.

PHA Goal Two: Improve housing opportunities for all residents

Objective:

- Provide homeownership training referrals for residents.
- Build housing for farm workers.
- Expand homeownership opportunities.
- Progress toward new housing for low-income families.
- Expand rental assistance for low-income.
- Plan and develop new ways of developing housing for low income and moderate-income families

Progress:

- OHA continues to promote homeownership by working in collaboration with homeownership non-profit counseling agencies such as Cabrillo Economic Development Corporation (CEDC) and Ventura County Community Development Corporation (VCCDC) which offer homeownership services to low income families.
- Through the NSP program, two (2) triplexes were previously purchased and are currently rented to 6 low-income families.
- Worked with Habitat for Humanity of Ventura County in the development of 6 new owner occupied homes for low income families
- Currently working with Many Mansions, who is building the first Veterans' housing development in the City of Oxnard. The development will provide service-enriched housing services to our Veteran population.
- Continue to cultivate public and private partnerships for future development.

Attachment B.5 Progress Report

PHA Goal Three: Promote the quality of housing for low income households.

Objective:

- Expand the rehabilitation of existing housing.
- Continue to modernize Oxnard's public housing.
- Maintain the City's public housing communities in a condition that exceeds HUD's physical condition standards, including their aesthetics and landscaping.

Progress:

- Continue utilizing Capital Fund Program funding to modernize projects, including kitchen cabinets, plumbing cleanouts and drain lines, replacement of plumbing lines on roofs, resurfacing of parking areas and walkways, flooring, windows, and other major improvements to public housing.
- Maintain the City's public housing communities in a condition that exceeds HUD's Uniform Physical Conditions Standards, including aesthetics, and landscaping.

PHA Goal Four: Improve quality of life for housing clients.

Objective:

- Expand needed service for public housing and housing choice voucher participants.
- Improve job opportunities for public housing and housing choice voucher participants.
- Improve public safety and security in public housing.

Progress:

- Continue to work with local agencies to provide access to job development and employment services to residents of public housing.
- Continued implementation of family self-sufficiency programs.
- Expended the Emergency Safety and Security Grant received on improvements that have increased security such as: increased lighting, improved security cameras, and raising of block walls/gates which in turn impacts the quality of life for housing clients.

PHA Goal Five: Convert to project based accounting and asset management.

Objective: Implement all applicable provisions of the Public Housing Operating Fund Program Final Rule, dated September 29, 2005.

Progress:

- Implemented all applicable provisions of 24 CFR part 900.
- OHA converted to project based accounting and asset management.
- OHA continues to stay abreast of any changes or requirements associated with Asset Management/Project Based Accounting.

Attachment B.6 Resident Advisory Board Comments

HOUSING AUTHORITY OF THE CITY OF OXNARD ANNUAL AGENCY PLAN PROPOSED CHANGES SUMMARY OF TENANT COMMENTS

Although no written comments were received, the following is a summary of the verbal comments received at the Resident Advisory Board (RAB) Meetings:

RAB Meeting Comments:

The RAB made the following comment(s) at the RAB Meetings:

1. Requested additional information on the impact of the 2016 HOTMA, specifically the income limit changes, under Section 103

The PHA's management staff discussed the income limits, changes to rent, tracking of over-income families, and effective dates. In addition, PHA staff attended the Tenant Association meetings to give a high level summary of the regulation and the changes that have and will be implemented for over-income families.

Attachment C.1 Capital Improvements

See Attach 1 Proposed CFP Budget for 2019 and Attach 2 Proposed CFP Five-Year Action Plan which are part of the Staff/Agenda Report.



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.1.

DATE: April 2, 2019
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: Five Year Capital Improvement Program and Use of Bond Proceeds. (30/10/20)

RECOMMENDATION

That the City Council:

1. Select which projects to fund from the Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP");
2. Adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program; and
3. Approve the proposed list of non-CIP redevelopment bond proceeds projects and appropriate funding to these projects. (By the time this item is posted for City Council, the CIP will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019. Staff will provide a report to the Council at a later date regarding the recommendation of the Committee.)

BACKGROUND

The purpose of a capital improvement program (CIP) is to provide an overview of the City's current and reasonable anticipated construction and repair needs over the next five years. Oxnard's CIP contains projects to restore the City's facilities, and each project must have a cost of \$100,000 or more, including design, environmental review, and construction. The CIP currently has approximately 200 projects listed, and the total cost of all projects, not including prior appropriations, is approximately \$480.5 million. The CIP does not address maintenance activities, which are included in operation and maintenance budgets, or the rehabilitation of all of the City's assets; repairs to a city's fleet, for example, are not typically included in a CIP. Examples of projects that the CIP includes are:

- Construction and major alterations of buildings
- Information technology (IT) hardware (but not software)
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

Planning over a five year horizon is critical for budgeting resources – both human and financial. Adopting a CIP allows staff to schedule projects according to anticipated revenues and workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise.

A CIP is a five year projection and plan. It is possible that next year new projects could be added as unforeseen

problems arise.

The Housing Authority's CIP

The Housing Authority adopts its own CIP with its annual plan per federal regulations. Those projects are not listed in this CIP, except for two projects where the Housing Authority had insufficient funding. The Housing Authority's CIP includes projects to bring facilities into disability law compliance, update kitchen cabinets, fix plumbing cleanouts and drain lines, resurface parking lots and walkways, and reroof and rehabilitate the community center. These projects will take place at various sites.

Challenges

The City faces a number of challenges when it comes to maintaining our assets.

- **Aging Infrastructure:** The City of Oxnard is over 100 years old, and much of our infrastructure is old. Roads, storm drains, utilities and buildings all have a limited service life. The City's assets have aged but funding has not been reinvested to keep our assets in good condition.
- **Competing Costs:** The City has grown during its lifetime and, thus, has required increases in City services, especially in the areas of public safety, and an expansion of public infrastructure. These costs compete with each other for funding.
- **Deferred Maintenance:** Past budgets have not kept up with maintenance and replacement of the City's physical assets. Repairs and replacement of buildings, vehicles and equipment are being addressed on an emergency basis. This is not cost effective.
- **Unassessed Capital Deficiencies:** An inventory of the condition of the City's physical assets is needed to identify all capital needs. Many of these assets have surpassed their useful lives but are still in service. The inventory will identify the physical condition of each asset and will recommend maintenance or replacement.
- **Lack of dedicated funding:** Capital improvements are financed using cash (pay-you-go), borrowing or grants. Plans and strategies for financing capital projects are needed. Future budgets will have to address the needs for capital dollars as well as maintenance funds to preserve the City's assets and extend their useful service lives.

Project Prioritization

Since there are more needs than there is funding to meet those needs, projects must be prioritized. Staff prioritized as follows:

- **Priority 1 (Health and Safety):** These projects are needed to maintain or improve human health or safety. An example is the Rice Avenue and Fifth Street Railroad Grade Separation project. This location has a history of vehicle versus train collisions, and this project will eliminate that potential. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- **Priority 2 (Asset Preservation):** These projects are needed to maintain or protect our existing assets. An example are the street paving projects. Our pavement management program aims to pave our poorest condition and arterial roads first. Waiting until the pavement fails is much more costly.
- **Priority 3 (New or Expanded Services):** These are projects that create something new, like a new park, or increase the capacity of existing facilities, like large water or sewer lines.

Within these priorities, staff also considered:

- **Grant Funding:** If there is already grant funding available, there is a deadline for constructing the project. We never want to lose money, so these projects are given priority over projects for which the only funding source is General Fund or Measure O.
- **Urgency:** Priority 2 (Asset Preservation) is a large category, but some of these projects are more urgent than others. An example would be sewer manholes. Over time, sewer gases like hydrogen sulfide eat away at the concrete and steel in the structure, and the manholes need to be replaced.
- **Staff Capacity:** Even if there were enough money to complete all of these projects, there would not necessarily be enough staff to manage all projects. Once projects were prioritized, the list of projects was balanced against available staff resources, also taking into consideration what contract services could be enlisted to complete each project.
- **Project Balance:** There are needs all over the City. The City cannot just focus on roads and let buildings fall apart or favor Fire Department projects over Police Department projects. Some consideration must be given to balancing competing concerns.

Programming of Redevelopment Bond Proceeds

As part of the CIP process, staff is recommending funding eligible CIP projects with the redevelopment bond proceeds. In a series of actions taken by the former Oxnard Community Development Commission in November 2006, separate tax allocation bond measures were approved for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the “Project Areas” - see Attachment C). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of activities to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold. As of September 2018, the City has the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective redevelopment funds:

Project Area:	Fund Balance:
HERO	\$5,623,301
Ormond Beach	\$3,641,109
Southwinds	\$99,905

Staff is proposing that some of these Bond Proceeds be used toward CIP projects. For example, there are building improvements at the South Oxnard Center, Police Activities League (PAL) Facility, Council Chambers, and park improvements at Cypress Park. Additionally, staff has identified five more projects outside of the CIP that can utilize these Bond Proceeds. Those projects include park improvements, ADA improvements, and land acquisition for the expansion of the Advanced Water Purification Facility. See Attachment D for the list of proposed Bond Proceed projects.

The CIP Development Process

Staff navigated a rigorous process to prepare the CIP, as follows:

1. Departments identified necessary capital improvements and submitted those to the CIP working group. The departments clarified the requested scope of work, and Public Works staff confirmed the requested repair or change would be the right fix for the problem.
2. Staff reviewed projects for conformity with the General Plan and other needs assessments. For example, bicycle facility projects need to be in conformance with the Bicycle and Pedestrian Master Plan.
3. Staff verified cost estimates and determined priorities for funding. Public Works staff developed

independent cost estimates to ensure the accuracy of the provided estimates.

4. Staff prepared the introductory portion of the CIP document to give a broad overview of the proposed projects in a greater context of City needs.
5. Staff presented the CIP projects to the Planning Commission on March 7, 2019. In accordance with Section 65401 of the Government Code, the Planning Commission found all CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. The Planning Commission's adopted resolution making this finding is attached to this staff report.

Presenting to this Committee is the sixth step in this process, and if so recommended, the final step will be to present the CIP to the City Council for adoption.

DISCUSSION

The CIP explains where the City is in terms of many assets and needs, what a capital program and project are, how projects were selected and prioritized, and how projects are financed. The document highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices in the following ways:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

The projects are organized into six categories: buildings, information technology (IT), parks and open space, seawalls, transportation and drainage, and utilities. Each category has a different icon on the top right of the project sheets and a related color. Within each category, the projects are listed alphabetically. The project sheets include, per project:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate
- Priority level
- Name, photo and contact information for the Project Manager

In addition to determining the appropriateness of the use of Bond Proceeds as recommended, the task of the Public Works and Transportation Committee is to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year. Though this is a five-year CIP, the only projects that the Committee is recommending, and the Council is approving for funding, are those in 2019-20. The projects funding for 2019-20 will be integrated into the City's 2019-20 budget. Projects in later years will return in future annual CIPs.

Of the projects proposed for 2019-20, the City has funding to complete such projects, other than projects listing the General Fund or Measure O; in those two instances, there is such funding, but these projects compete with other City needs, so the Committee will need to recommend, and the Council will ultimately decide which of these projects to fund. Staff recommends that the Committee focus on Priority 1 projects.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Whatever projects Council ultimately determines to be within its adopted CIP will be included in the City's budget. Upon approval by both Committee and City Council, Bond Proceeds totaling \$5,623,301 in the HERO Project Area, \$3,641,109 in the Ormond Beach Project Area, and \$99,905 in the Southwinds Project Area will be made available to fund the Projects as identified in this report.

COMMITTEE OUTCOME

By the time this item is posted, it will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019.

Prepared by: Rosemarie Gaglione, Public Works Director, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Attachment A - Planning Commission Reso 2019-08
2. Attachment B - Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program
3. Attachment C - Map for Use of Bond Proceeds
4. Attachment D - Projects Funded with Bond Proceeds

RESOLUTION NO. 2019-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD FINDING THAT THE PROPOSED 2019-2024 CITY OF OXNARD FIVE YEAR CAPITAL IMPROVEMENT PROGRAM IS IN CONFORMITY WITH THE 2030 GENERAL PLAN AND COASTAL LAND USE PLAN

WHEREAS, the City of Oxnard proposes to adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program (the “CIP”); and

WHEREAS, the CIP is designed to serve as both a financial and project planning document; and

WHEREAS, Government Code Section 65401 requires that the Planning Commission review all capital projects that will be planned, initiated or constructed during the ensuing fiscal years for conformity with the General Plan and Local Coastal Land Use Plan; and

WHEREAS, Government Code Section 65402 requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent; and

WHEREAS, the CIP identifies various potential public projects, which are consistent with the 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the CIP is not a project subject to review under the California Environmental Quality Act (CEQA) because it can be seen with certainty pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 that there is no possibility that a determination of General Plan and Local Coastal Land Use Plan consistency may have a significant impact on the environment.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard reviewed the proposed 2019-2024 City of Oxnard Five Year Capital Improvement and finds the CIP conforms with the 2030 General Plan and Local Coastal Land Use Plan.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of March, 2019.

Vincent Stewart, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 7th day of March, 2019, and carried by the following vote:

AYES: Commissioner(s): Huber,; Dozier; Chua; Frank; Fuhring; Sanchez; Stewart

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

Kathleen Mallory, AICP, Secretary

Due to size, the full version of this attachment is available at the Oxnard Main Library, the City Clerk's Office, and on the City's website: www.Oxnard.org/City-Meetings

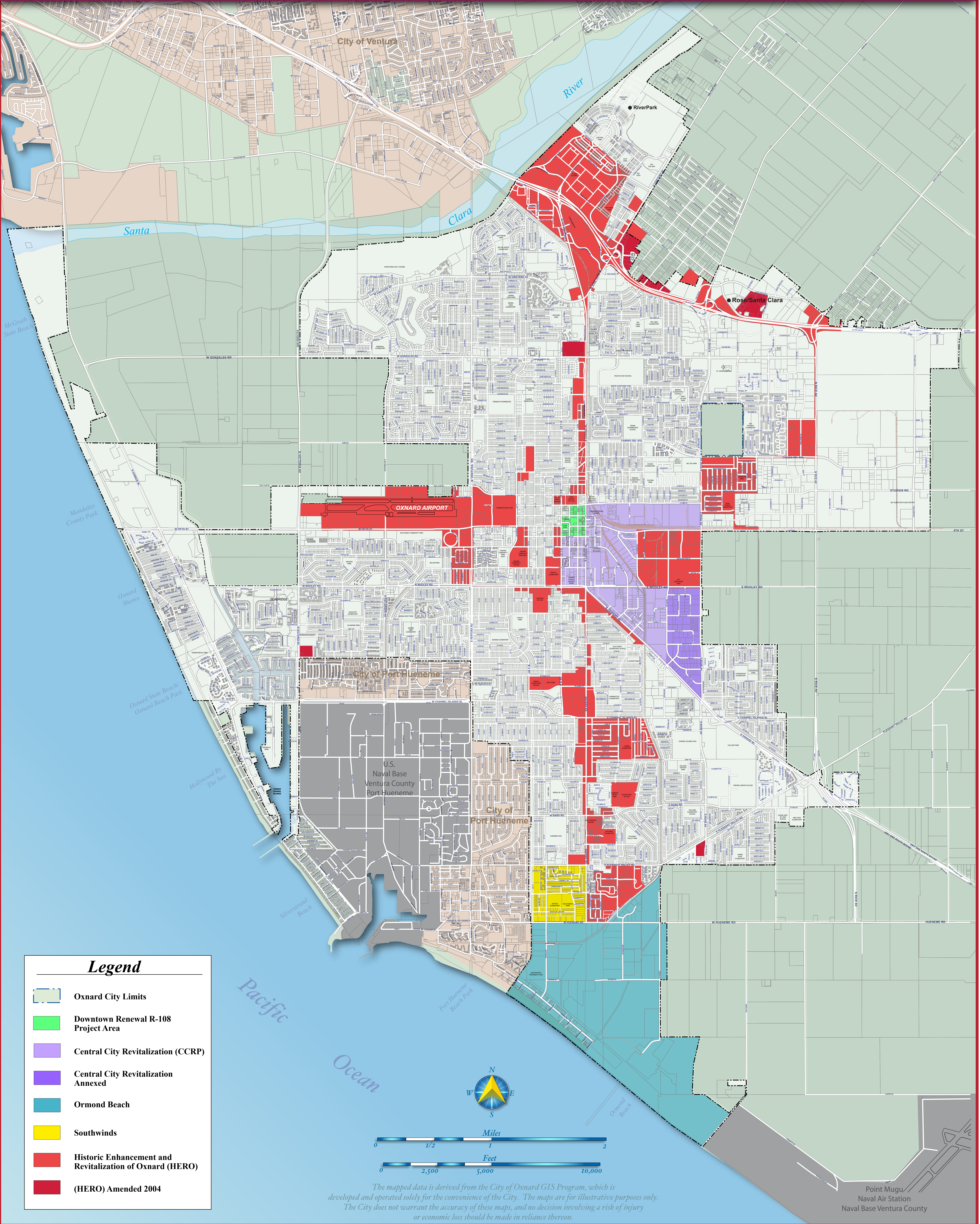
PRESERVING THE CITY'S ASSETS

2019-2024 City of Oxnard
Five Year Capital Improvement Program





CITY OF OXNARD REDEVELOPMENT AREAS MAP



The mapped data is derived from the City of Oxnard GIS Program, which is developed and operated solely for the convenience of the City. The maps are for illustrative purposes only. The City does not warrant the accuracy of these maps, and no decision involving a risk of injury or economic loss should be made in reliance thereon.

ATTACHMENT D

Project Title	CIP Page	Recommended FY18-19	Funding Source
Council Chambers Remodel	34	\$300,000	HERO
Oxnard PAL Facility Rehabilitation	43	\$2,298,700	HERO
Roof Replacement - PACC	51	\$250,000	HERO
Roof Replacement – South Oxnard Center	52	\$475,000	HERO
South Oxnard Center MPE Upgrade (including Fire System) & Other Repairs	55	\$250,000	HERO
Cypress (Garden City Acres) Park Improvements	66	\$350,000	HERO
Perkins Rd Street Resurfacing	86	\$500,000	Ormond Beach
Saviers Rd Street Resurfacing	148	\$1,100,000	HERO
AWPF Expansion Land Acquisition	N/A	\$3,141,109	Ormond Beach

ATTACHMENT D

Beck Park Basketball Court Upgrades	N/A	\$99,905	HERO
Civic Center ADA Improvements	N/A	\$100,000	HERO
Southwinds Park Basketball Court Resurfacing	N/A	\$99,905	Southwinds
Thompson Park, Community Center Park, & Johnson Park Upgrades	N/A	\$399,696	HERO