

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are 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
June 12, 2018
Regular Meeting - 5:00 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, 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.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

2. Conference with Labor Negotiators

CC Agency designated representatives: Steve Naveau, Director of Human Resources.

Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), and Local No. 1684; Oxnard Peace Officers' Association (OPOA).

The Human Resources Director requested that this item be discussed in closed session pursuant to Government Code section 54957.6(a). The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

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.

City of Oxnard internet address: www.oxnard.org.

D. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

E. PUBLIC HEARING

Development Services Department

1. SUBJECT: Recovery of Civil Citation Fines (5/10/15)

RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 16, 2018 as the "28th Annual Juneteenth Celebration."

G. 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.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter

into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

City Attorney Department

1. SUBJECT: Appointment of Interim City Manager. (5/5/5)

RECOMMENDATION: That City Council adopt a resolution appointing Jesús Nava to serve as Interim City Manager, effective close of business June 22, 2018, for a temporary period until a new City Manager appointed by the City Council commences City service, and during which period Mr. Nava shall receive a 10% temporary pay upgrade.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: (805) 385-7483

City Manager Department

2. SUBJECT: Establish an Ad Hoc Committee Related to Education, Water, Wastewater and Port of Hueneme. (5/5/5)

RECOMMENDATION: That City Council:

1. Consider formation of an ad hoc committee of two Councilmembers to identify agenda topics for joint meetings with outside elected bodies, including:

- a. Oxnard School District,
- b. Oxnard Union High School District,
- c. Oxnard Harbor District,
- d. City of Port Hueneme, and
- e. United Water Conservation District; and

2. If such committee is formed, that the Mayor, with the approval of City Council, appoint two Councilmembers to constitute the committee.

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

3. SUBJECT: Rating Agency Conference Call. (5/10/5)

RECOMMENDATION: That City Council discuss an upcoming Standard & Poor's conference call scheduled for June 13, 2018, and determine whether individual Councilmembers should attend.

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 3, 2018 and April 10, 2018 Regular Meetings as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

2. SUBJECT: Resolutions to Call November 6, 2018 Municipal Election, and Calling of Election for Initiative Measures for CFD No. 3 and CFD No. 4 (Seabridge at Mandalay Bay).

RECOMMENDATION: That the City Council:

1. Adopt a resolution calling and giving notice of a municipal general election to be held on November 6, 2018, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns;
2. Adopt a resolution establishing rules to govern submission by candidates of Candidate Statements;
3. Acting as the legislative body of City of Oxnard Community Facilities District Nos. 3 and 4 (Seabridge at Mandalay Bay), adopt resolutions ordering an election for ballot measures to consider adoption of Ordinances to reduce the amount of special taxes used to pay for overhead charges for CFD-3, and to reduce the portion of the special tax utilized for Harbor Patrol costs in CFD-4; and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

City Manager Department

3. SUBJECT: Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. LexisNexis Risk Solutions (8233-18-PO) for analytical software license for the Oxnard Police Department to implement the Intelligence-led Policing (\$109,782).

B. Safety-Kleen Systems, Inc. (A-7988) for transportation and recycling of household hazardous waste material (\$100,000).

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

City Treasurer Department

4. SUBJECT: First Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION: That City Council:

Adopt a resolution permitting extension of Agreement No. A-7828 beyond (3) years.

Approve and authorize the Mayor to execute an amendment to the agreement with InfoSend, Inc. for printing, inserting and mailing services (Agreement No. A-7828) to increase the amount by \$597,000, resulting in a total contract amount of \$1,523,923, extend the expiration date to June 30, 2020, and allow for change in the equipment used to produce utility bills and business tax renewals.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: (805) 385-7808

Cultural and Community Service Department

5. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA)

RECOMMENDATION: That the City Council:

1. Authorize the City Manager or designee to execute Ventura County Area Agency on Aging Grant Contract No. 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, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and
2. Approve a budget appropriation to recognize the Senior Nutrition grant award in the amount of \$103,550 and program donations in the amount of \$15,000 for the FY 2018-2019 Senior Nutrition Program.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: (805) 385-7993

6. SUBJECT: Performing Arts Center Agreement Extension.

RECOMMENDATION: That City Council approves and authorizes the Mayor to execute an extension of the Agreement between the City and the Oxnard Performing Arts Center Corporation (A-5904) for the operation, maintenance and management of the Performing Arts and Convention Center through June 30, 2019.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: (805) 385-7993

Public Works Department

7. SUBJECT: Second Amendment to Agreement No. 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance Services to Public Works Facilities.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to the agreement with the Groundskeeper, Inc. for the period of April 13, 2018, through December 31, 2018 and increase the amount by \$43,960 for an amount not-to-exceed \$347,295; and
2. Adopt a resolution creating a one-time exemption from Resolution Number 13,932's requirement to not extend the expiration date of a contract for trade services for more than three years.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

8. SUBJECT: Fourth Amendment to Agreement No. 7592-16-PW with Kelly Cleaning & Supplies, Inc.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to the Kelly Cleaning & Supplies, Inc. Agreement No. 7592-16-PW for Janitorial Services at Public Works Facilities, extending the contract termination date to November 26, 2018 and increasing the contract by \$95,000 for a new total not to exceed of \$339,400.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

M. REPORTS

Cultural and Community Service Department

1. SUBJECT: Hueneme Elementary and Oxnard School District After School Education and Safety Grant. (10/10/5)

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute the Memorandum of Understanding (A-8068) and Partnership Agreement (A-8069) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$2,526,870 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 18-19, FY 19-20 and FY 20-21; and

2. That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-8071) for the City to receive an amount not to exceed \$2,425,000. Primary Services shall not exceed \$2,120,000 and "Additional Services" for summer school not to exceed \$105,000, and Intercession not to exceed \$200,000.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: (805) 385-7993

Finance Department

2. SUBJECT: Purchasing Ordinance Amendment (5/10/10)

RECOMMENDATION: That the City Council:

1. Approve the introduction and first reading by title only and waive further reading of an ordinance amending Chapter 4 of the City Code regarding the performance of public projects, the purchase of supplies and equipment, contracting for services, and the leasing of real property;

2. Adopt a resolution repealing former purchasing and procurement resolutions; and

3. Repeal the City's current Purchasing Manual.

Legislative Body: CC

Contact: Jim Throop

Phone: (805) 385-7475

Information Technology Department

3. SUBJECT: Oxnard 311 - Second Anniversary Performance Update. (10/10/10)

RECOMMENDATION: That City Council receive an update on the second year performance of the Oxnard 311 App.

Legislative Body: CC

Contact: Keith Brooks

Phone: 385-7597

N. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Recovery of Civil Citation Fines (5/10/15)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

BACKGROUND

Oxnard City Code (OCC) Sections 7-50 to 7-64, inclusive, set forth the procedures for recovering fines levied by the City in the form of civil citations for the City Code violations. OCC Section 7-52 provides that civil citation fines be paid by the person who received the citation. Furthermore, OCC Section 7-64(E) provides that fines may be recovered as a special assessment against the property belonging to the person who received the citation. Pursuant to OCC Section 7-64, notice has been given to each responsible property owner of this assessment hearing.

Pursuant to OCC Section 7-64(H), the City Council is to consider objections by any property owner whose property is to be assessed with civil citation fines as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction.

(5:00PM APPT ITEM) Recovery of Civil Citation Fines (5/10/15)

June 12, 2018

Page 2

The purpose of this hearing is not to determine the validity of the underlying civil citations. Under the OCC, those cited have a right to preliminary review of their civil citation, a full administrative hearing, and judicial review of the citation. The citations that are the subject of the cost report have either not been appealed or have been previously appealed through this process. In either case, the appeal process for these citations is concluded. The only issue now before the City Council is objections to the cost report from those liable for the proposed assessment.

The 2017 Civil Citation Cost Report (Attachment A) lists nineteen (19) property owners and \$40,200 in fines to be recovered. The 2016 Civil Citation Cost Report included eleven (11) property owners and \$24,450.00 in fines to be recovered. The number of owners and the total citation amount is up from the previous two years. Staff attributes the increase in properties and citation amounts to recovery from staffing shortages and increased emphasis on ongoing unresolved issues. Of the 19 property owners on the Civil Citation Cost Report, 12 of the cases were initiated before 2015. In addition, one property owner was also on the 2016 Civil Citation Cost Report and one property owner was on the 2015 Civil Citation Cost Report. Code Compliance continues to work with the property owners by providing information and education for compliance.

Upon approval of the cost report, the City Manager shall file a certified copy of the cost report with the Ventura County Auditor-Controller in order to enter the civil citations fines as special assessments on the fiscal year 2018-2019 property tax roll.

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. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

Approval of the 2017 Civil Citations Cost Report and the placements of the special assessments on the Ventura County 2018-2019 property tax roll will allow for the collection of \$40,200 in outstanding revenue.

(5:00PM APPT ITEM) Recovery of Civil Citation Fines (5/10/15)

June 12, 2018

Page 3

ATTACHMENTS:

Attachment A - 2017 Civil Citation Cost Report 60518

CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	APN	Violation_Address	Case #	Cit_No.	Issued_Date	Fine_Amt	Late fee	Total Fine	Total Lien
1	Anaya, Carlos Arturo 2300 Isabella St. Oxnard, Ca 93036	201-0-192-165	720 E Fifth St.	09-6162	51678	3/6/2017	\$500.00	\$25.00	\$525.00	\$2,625.00
					51732	5/8/2017	\$500.00	\$25.00	\$525.00	
					52330	6/28/2017	\$500.00	\$25.00	\$525.00	
					52591	8/30/2017	\$500.00	\$25.00	\$525.00	
					53203	11/30/2017	\$500.00	\$25.00	\$525.00	
2	Anderson, Glenn & Cathy 5055 Marlin Way Oxnard, Ca 93035	191-0-121-035	5055 Marlin Way.	15-3156	50852	1/31/2017	\$500.00	\$25.00	\$525.00	\$1,050.00
					50872	4/3/2017	\$500.00	\$25.00	\$525.00	
3	Rodriguez, Dolores Martinez, Antonia 951 King St Oxnard, Ca 93030	202-0-164-070	951 KING ST.	16-3555	51981	5/9/2017	\$700.00	\$25.00	\$725.00	\$1,550.00
					52709	10/12/2017	\$800.00	\$25.00	\$825.00	
4	Chacon, Ricardo 510 E Channel Islands Blvd Oxnard, Ca 93030	219-0-026-050	510 E. Channel Islands Blvd.	12-1428	51691	4/3/2017	\$400.00	\$25.00	\$425.00	\$2,500.00
					52338	7/10/2017	\$1,000.00	\$25.00	\$1,025.00	
					52791	11/9/2017	\$500.00	\$25.00	\$525.00	
					52751	9/13/2017	\$500.00	\$25.00	\$525.00	
5	Colvin, Jacqueline 1010 W Channel Islands Blvd Oxnard, Ca 93033	205-0-461-065	1010 W. Channel Islands Blvd.	12-0108	50551	1/4/2017	\$500.00	\$25.00	\$525.00	\$2,625.00
					51698	4/26/2017	\$500.00	\$25.00	\$525.00	
					51748	6/22/2017	\$500.00	\$25.00	\$525.00	
					52588	8/29/2017	\$500.00	\$25.00	\$525.00	
					52792	11/9/2017	\$500.00	\$25.00	\$525.00	
6	Corona, Jose L. 3304 S B St Oxnard, Ca 93033	205-0-206-015	3304 S. B st.	14-1995	50550	1/3/2017	\$500.00	\$25.00	\$525.00	\$2,850.00
					51682	3/17/2017	\$500.00	\$25.00	\$525.00	
					51697	4/24/2017	\$200.00	\$25.00	\$225.00	
					51746	6/19/2017	\$500.00	\$25.00	\$525.00	
					52350	8/4/2017	\$500.00	\$25.00	\$525.00	
					52776	10/16/2017	\$500.00	\$25.00	\$525.00	
7	Durazo, Isaias D. 3501 S G St. Oxnard, Ca 93033	205-0-222-145	3501 S G st	16-2368	51686	3/21/2017	\$300.00	\$25.00	\$325.00	\$3,825.00
					51733	5/8/2017	\$400.00	\$25.00	\$425.00	
					52337	7/7/2017	\$1,000.00	\$25.00	\$1,025.00	
					52752	9/14/2017	\$1,000.00	\$25.00	\$1,025.00	
					53204	11/30/2017	\$1,000.00	\$25.00	\$1,025.00	

CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	APN	Violation_Address	Case #	Cit_No.	Issued_Date	Fine_Amt	Late fee	Total Fine	Total Lien
8a	Guerrero, John Joseph 424 W Elm St Oxnard, Ca 93030	201-0-061-110	301 N. McKinley Ave.	09-5484	51766	3/22/2017	\$200.00	\$25.00	\$225.00	\$1,500.00
					52158	7/10/2017	\$200.00	\$25.00	\$225.00	
					52683	9/12/2017	\$500.00	\$25.00	\$525.00	
					52958	12/4/2017	\$500.00	\$25.00	\$525.00	
8b	Guerrero, John Joseph 424 W Elm St Oxnard, Ca 93030	203-0-183-120	424 W. Elm St	17-0595	52772	10/13/2017	\$100.00	\$25.00	\$125.00	\$575.00
					51734	5/10/2017	\$200.00	\$25.00	\$225.00	
					41273	11/29/2017	\$200.00	\$25.00	\$225.00	
9	Herrera, Richard, R. 1264 Indio Dr. Oxnard, Ca 93030	205-0-152-115	3015 Monterey St.	17-0003	52803	9/18/2017	\$1,000.00	\$25.00	\$1,025.00	\$1,025.00
10	Jimenez, Lorenzo & Elizabeth 451 Serano Place Camarillo, Ca 93010	205-0-315-295	1131 W. Channel Islands Blvd.	15-2901	50687	1/6/2017	\$500.00	\$25.00	\$525.00	\$1,575.00
					50865	3/6/2017	\$500.00	\$25.00	\$525.00	
					50875	4/14/2017	\$500.00	\$25.00	\$525.00	
11	Lakes III, George 5111 Jefferson Square Oxnard, Ca 93033	222-0-281-055	5111 Jefferson Sq.	14-0222	50209	1/10/2017	\$200.00	\$25.00	\$225.00	\$1,275.00
					50212	3/14/2017	\$500.00	\$25.00	\$525.00	
					50220	11/7/2017	\$500.00	\$25.00	\$525.00	
12	Lara, Alejandro 2056 Entrada Dr. Oxnard, Ca 93036	142-0-223-305	2056 Entrada Dr.	17-0866	50613	3/20/2017	\$200.00	\$25.00	\$225.00	\$2,850.00
				17-2538	51846	7/31/2017	\$2,600.00	\$25.00	\$2,625.00	
13	Parga, Jaime R. 151 Belafonte Ct. Camarillo, Ca 93012	204-0-030-160	1304 S. Oxnard Blvd.	12-2913	38104	3/16/2017	\$900.00	\$25.00	\$925.00	\$2,875.00
					38107	4/10/2017	\$700.00	\$25.00	\$725.00	
					52819	12/6/2017	\$1,200.00	\$25.00	\$1,225.00	
14	Rastegar, David & Fariba 950 S. Oxnard Blvd. Oxnard, Ca 93030	201-0-282-115	950 S. Oxnard Blvd.	14-1225	50693	1/11/2017	\$500.00	\$25.00	\$525.00	\$2,625.00
					50869	3/30/2017	\$500.00	\$25.00	\$525.00	
					51985	5/18/2017	\$500.00	\$25.00	\$525.00	
					51993	8/1/2017	\$500.00	\$25.00	\$525.00	
					52718	11/9/2017	\$500.00	\$25.00	\$525.00	
15	Reyes, Laurencio & Laura 1014 Ontario Street Oxnard, Ca 93035	183-0-185-195	1014 Ontario St.	12-2943	50853	1/31/2017	\$500.00	\$25.00	\$525.00	\$1,575.00
					50868	3/28/2017	\$500.00	\$25.00	\$525.00	
					51983	5/9/2017	\$500.00	\$25.00	\$525.00	

CIVIL CITATION COST REPORT

The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

	Owner	APN	Violation_Address	Case #	Cit_No.	Issued_Date	Fine_Amt	Late fee	Total Fine	Total Lien
16	Rivas, Hector & Reyna 624 West Hemlock St Oxnard, Ca 93030	203-0-312-045	624 West Hemlock St.	16-1505	50871	4/3/2017	\$500.00	\$25.00	\$525.00	\$1,400.00
					50695	1/18/2017	\$100.00	\$25.00	\$125.00	
					50862	2/27/2017	\$200.00	\$25.00	\$225.00	
					51980	5/8/2017	\$500.00	\$25.00	\$525.00	
17	Rodriguez, Luis Enrique 120 N. I St. Oxnard, Ca 93030	202-0-021-300	345 Deodar Ave	12-4431	48862	9/22/2016	\$1,600.00	\$25.00	\$1,625.00	\$3,350.00
					50351	9/28/2016	\$1,700.00	\$25.00	\$1,725.00	
18	Uves, Luis 2110 Brook Hollow Ct. Oxnard, Ca 93036	179-0-111-635	2110 BrookHollow Ct.	15-3581	52651	8/21/2017	\$500.00	\$25.00	\$525.00	\$1,050.00
					52660	9/25/2017	\$500.00	\$25.00	\$525.00	
19	Villagrama, Manuela 119 N. Driskill St. Oxnard, Ca 93030	216-0-091-105	119 N. Driskill St.	08-6186	51762	3/22/2017	\$200.00	\$25.00	\$225.00	\$1,500.00
					52151	6/7/2017	\$200.00	\$25.00	\$225.00	
					52626	8/16/2017	\$500.00	\$25.00	\$525.00	
					52854	10/25/2017	\$500.00	\$25.00	\$525.00	
							\$38,500.00	\$1,700.00	\$40,200.00	\$40,200.00
12 cases open prior to 2015 (in bold)							Fines	Penalties	Total	



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: June 12, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to read "mf".

SUBJECT: Appointment of Interim City Manager. (5/5/5)

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, (805) 385-7483

RECOMMENDATION:

That City Council adopt a resolution appointing Jesús Nava to serve as Interim City Manager, effective close of business June 22, 2018, for a temporary period until a new City Manager appointed by the City Council commences City service, and during which period Mr. Nava shall receive a 10% temporary pay upgrade.

BACKGROUND

On December 19, 2017, the City Council appointed Chief Scott Whitney to serve as Interim City Manager effective January 5, 2018, while continuing to serve as Police Chief, during the recruitment process for a new City Manager. Although the recruitment process is nearly completed, Government Code section 20480 limits Chief Whitney's service as Interim City Manager to 960 hours per fiscal year during the recruitment process. Accordingly, it is recommended that the Council appoint Assistant City Manager Nava to serve as Interim City Manager effective June 22, 2018 until a new City Manager begins work.

Mr. Nava's appointment as Interim City Manager is recommended by Chief Whitney based on Mr. Nava's experience in public agency management and experience with the Oxnard organization. Mr. Nava is willing to take on the Interim City Manager assignment until the recruitment process is concluded. The terms of service as Interim City Manager are set forth in the attached proposed resolution. Upon the effective date of Mr. Nava's appointment, Chief Whitney will return to his regular position as Oxnard Police Chief.

Appointment of Interim City Manager

June 12, 2018

Page 2

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. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

FINANCIAL IMPACT

The attached resolution provides that Mr. Nava shall receive a 10% pay upgrade while serving as the Interim City Manager. This increase will use the salary savings from the current City Manager position. The total amount of additional compensation will depend on when the City Council appoints a new City Manager and that appointee commences City service.

ATTACHMENTS:

Attachment A: Interim CM Resolution-Nava

RESOLUTION NO. ____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD DESIGNATING JESÚS NAVA AS THE INTERIM
CITY MANAGER OF THE CITY UNTIL A NEW
PERMANENT CITY MANAGER APPOINTED BY THE
CITY COUNCIL COMMENCES CITY SERVICE**

WHEREAS, Police Chief Scott Whitney has served as Interim City Manager during the recruitment process for a new City Manager; and

WHEREAS, Chief Whitney's service as Interim City Manager during the recruitment process is limited by Government Code section 20480 to 960 hours in each fiscal year; and

WHEREAS, Chief Whitney must cease serving as Interim City Manager by close of business on June 22, 2018 and the City needs to appoint an Interim City Manager until the City Council completes the hiring process for a new City Manager; and

WHEREAS, Assistant City Manager Jesús Nava has the leadership skills that the City Council deems most fit for this temporary role; and

WHEREAS, Assistant City Manager Jesús Nava is willing to accept the appointment by City Council.

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

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The Council hereby designates Assistant City Manager Jesús Nava as the Interim City Manager. This appointment is effective as of close of business June 22, 2018; for a period of up to six months or until a new permanent City Manager hired by the City Council commences City service, whichever shall occur first. During the period of such appointment, Mr. Nava shall exercise all the powers and duties of the City Manager as provided in State law or delegated by City ordinance, resolution or other action of the Council.

Section 3: The City shall compensate Mr. Nava with 10% temporary upgrade pay, over and above his normal salary due to the additional responsibilities required of the Interim City Manager as of the effective date of his interim appointment. This ten percent (10%) addition to his salary shall not affect his Public Employees' Retirement System (PERS) pension, health benefits or otherwise, and the provisions of Resolution No. 15,039, establishing rules for the application of compensation rates and benefit levels for unrepresented executive employees, shall remain in effect as to Mr. Nava.

Section 4: Mr. Nava shall report directly to the City Council in his capacity as the Interim City Manager during this interim appointment period. Once a new City Manager

Resolution No. _____
Page 2

commences service with the City, Mr. Nava shall resume his duties as Assistant City Manager and again report directly to the City Manager.

Section 5: Upon the effective date of Mr. Nava's appointment, Chief Whitney will return to his regular position as Police Chief of the City of Oxnard.

Section 6: This Resolution shall take effect immediately upon its adoption.

Section 7: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 2

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Establish an Ad Hoc Committee Related to Education, Water, Wastewater and Port of Hueneme. (5/5/5)

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council:

1. Consider formation of an ad hoc committee of two Councilmembers to identify agenda topics for joint meetings with outside elected bodies, including:
 - a. Oxnard School District,
 - b. Oxnard Union High School District,
 - c. Oxnard Harbor District,
 - d. City of Port Hueneme, and
 - e. United Water Conservation District; and
2. If such committee is formed, that the Mayor, with the approval of City Council, appoint two Councilmembers to constitute the committee.

BACKGROUND

At its meeting on May 8, 2018, City Council briefly discussed the creation of an ad hoc committee to work with the City Manager to develop topics for discussion for potential joint meetings with various outside elected bodies, including: the Oxnard Elementary School District, Oxnard Union High School District, Oxnard Harbor District, the City of Port Hueneme and United Water Conservation District.

Establishing an Ad Hoc Committee

June 12, 2018

Page 2

Included below are charges for the proposed ad hoc committee to develop potential agendas for joint meetings. Within each charge, there are key policy issues outlining possible areas of focus for future meetings. Staff will provide support to the ad hoc committee in preparing topics for any future meetings.

Oxnard School and Oxnard Union High School Districts

The City Council recognizes the importance of having a strong relationship between the City and the Oxnard School District and the Oxnard Union High School District providing educational services to the students of Oxnard. Future meeting topics could include joint use agreements and after school programs.

Oxnard Harbor District

The City Council recognizes the importance of having a strong relationship between the City and the Oxnard Harbor District. The City Council has a good relationship with the Oxnard Harbor District and recognizes the importance of the district's economic value to the Oxnard community. Future meeting topics could include potential partnerships in economic development between the District and the City.

City of Port Hueneme

The City Council recognizes the importance of having a strong relationship between the City and the City of Port Hueneme. Future meeting topics could include partnerships with recycled water, wastewater plant upgrades, water sustainability and regional efforts for law enforcement services

United Water Conservation District

The City Council recognizes the importance of having a strong relationship between the City and United Water Conservation District. Potential meeting topics include a recycled water business plan and the Riverpark Joint Powers Agreement.

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. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

This agenda item supports the Economic Development strategy. The purpose of the Economic

Establishing an Ad Hoc Committee

June 12, 2018

Page 3

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.

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

Objective 2c. Capitalize on historic, cultural and natural resources.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

There is no financial impact associated with the requested action. If the City Council or Committee decides to televise some or all of the meetings, estimates of the costs would be developed at that time.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 3

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature of Scott Whitney in black ink.

FROM: Scott Whitney
Interim City Manager/Police Chief

A handwritten signature of Scott Whitney in black ink.

SUBJECT: Rating Agency Conference Call. (5/10/5)

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council discuss an upcoming Standard & Poor's conference call scheduled for June 13, 2018, and determine whether individual Councilmembers should attend.

BACKGROUND

On June 13, 2018, City staff will participate on a conference call with the S&P rating agency regarding the Wastewater enterprise fund. Mayor Flynn requested that this item be placed on the Council agenda to allow discussion as to whether or not Councilmembers should attend the conference call.

FINANCIAL IMPACT

There is no financial impact at this time.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: June 12, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, (805) 385-7805

RECOMMENDATION:

That the City Council approve the minutes of the April 3, 2018 and April 10, 2018 Regular Meetings as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly 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.

ATTACHMENTS:

Attachment A: Minutes 04.03.2018 CC regular meeting

Attachment B: Minutes 04.10.2018 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 April 3, 2018

A. ROLL CALL/POSTING OF AGENDA

At 6:05 p.m., Mayor Pro Tem Ramirez called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) 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 Bryan A. MacDonald, Bert Perello, and Mayor Pro Tem Carmen Ramirez were present; Councilmember Oscar Madrigal and Mayor Tim Flynn were absent (Mayor Flynn arrived at 6:14 p.m.). Housing Commissioner Jose Andrade was present and Commissioner Francisco Vega arrived at 6:06 p.m.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Jim Throop, Chief Financial Officer; Sofia Kimsey, City Librarian; Kenneth Rozell, Assistant City Attorney; Eric Sonstegard, Assistant Police Chief; Jason Zaragoza, Deputy City Attorney; Karen Moore, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of April 2018 as “Fair Housing Month.”

Mayor Pro Tem Ramirez read the proclamation and presented it to Matt Capritto and Shar Heard of the Ventura County Association of Realtors, who thanked the Council and made some remarks.

(Mayor Flynn arrived during this time.)

2. SUBJECT: Presentation of a Proclamation Designating the Week of April 8-14, 2018 as “Library Week.”

Mayor Flynn read the proclamation and presented it to the City Librarian, who thanked the Council and made some remarks.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Jackie Tedeshi (upcoming INCO meeting on State of the Budget; recent VCStar article), Aaron Greer (recent passing of Lee Zeller, comments about City Treasurer), Woodrow Thomas Sr. (issues at senior apartment building), Dan Pinedo (complaint about recent League of Women Voters event), Armando Vasquez, Julie Medina, Josh Ruiz, Rene Corado, and Hector Colon (Acuna Arts Center), Michael Gleason (landscape maintenance districts), Jeffrey Burum (illegal immigration), Werner Keller (proposed development in Channel Islands

Harbor), Audrey Keller (recent Meet Up Clean Up in the Westport neighborhood), Anthony Delgadillo Salas (high school student who wants to be a future City Council member), George Miller (SB54 “safe city” proposal), Steve Nash (gun control, recall election), Pete Placencia (La Colonia Boxing Gym), Larry Barbarine (50th anniversary of Martin Luther King Jr. and Robert F. Kennedy assassinations), Martin Jones (recall election), Pat Brown (recall election), Bruce Boyer (SB54), Gloria Massey China (Election Integrity Project California), Hector Moreno (SB54), Amanda Fagan (announced upcoming large-scale exercises at Naval Base Ventura County), and Daniel Chavez Jr. (recall election).

E. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings and special events, and provided program updates. He highlighted a potential discount on flood insurance due to the City’s recent FEMA reclassification in the National Flood Insurance Program Community Rating System.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election.

F. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez commented on the recent Women’s Heritage Festival, the annual budget, the status of former Redevelopment properties, an upcoming Clean Power Alliance meeting, immigration, the 50th anniversary of Martin Luther King Jr. assassination, and the recent passing of Dao Doan.

Councilman MacDonald commented on the recent passing of Dao Doan, the upcoming LOSSAN ribbon cutting for the extended Surfliner line, and the upcoming of Ventura County Sheriff’s Academy graduation.

Councilmember Perello commented on the 1968 assassinations of Martin Luther King Jr. and Robert F. Kennedy, and recent meetings of the Kamala Neighborhood Council, the Ventura Regional Sanitation District Personnel and Finance committee, and a FEMA flood zone meeting.

Mayor Flynn commended city executive staff for visiting neighborhood meetings to give State of the Budget presentations.

City Attorney Department

1. SUBJECT: City Manager Recruitment Announcement and Local Applicants.

RECOMMENDATION: That City Council:

1. Review the draft City Manager recruitment job announcement and provide direction.
2. Discuss and determine whether to limit the City Manager candidate pool to local applicants.

The City Attorney and Councilmember Perello gave a report. Discussion ensued among the Council.

Public comments were received from Walter Hagedohm, Michael Gleason, Robert Franks, Edward Castillo, Julie Pena, Woodrow Thomas Sr., Jackie Tedeschi, Karl Lawson, and Daniel Chavez Jr. Further discussion ensued among the Council.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to direct staff to issue the recruitment brochure as drafted. VOTE: Flynn, MacDonald, Perello, and Ramirez voted in favor; the motion carried 4-0 (Madrigal absent).

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to encourage local applicants to apply. VOTE: Flynn, MacDonald, Perello, and Ramirez voted in favor; the motion carried 4-0 (Madrigal absent).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I-1, I-3, I-5 were discussed among the Council and staff. The Chief Financial Officer announced an amendment to Item I-5.

(Commissioner Vega left the meeting during this time.)

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Margaret Cortese and Philip Molina.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Calling of Election for Initiative Measure for CFD No. 4 (Seabridge at Mandalay Bay).
RECOMMENDATION: That the City Council (acting as the legislative body of Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard) adopt **Resolution No. 15,104** entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 6, 2018 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED "ORDINANCE REDUCING SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY)", REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
 - A. RRM Design Group, Inc. (8184-18-DS) for contract planning services for the Fisherman's Wharf project (\$240,638).
 - B. Bartel & Associates, LLC. (A-8060) to provide actuarial services for the PARS

Retirement Enhancement Plan; CalPERS, calculations of GASB 68 for safety plans and applicability of the Pension Override Tax for fiscal year 2018-19 (\$50,000).

Cultural and Community Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund.
RECOMMENDATION: That City Council:
 1. Authorize the disbursement of Public Art Fund revenues in the amount of \$170,000 for the purpose of providing funding for a range of cultural activities by various cultural arts organizations and artists; and
 2. Approve a one-time appropriation of revenue in the amount of \$170,000 from the Public Art Fund.

Development Services Department

4. SUBJECT: Adoption of Ordinance No. 2936.
RECOMMENDATION: That the City Council adopts **Ordinance No. 2936** (read by title only, waiving further reading) approving a two-year pilot program for the installation of parklets within the public right-of-way in the Central Business District zone; authorizing the Development Services Director the authority to approve licensing agreements associated with the installation of parklets within the public right-of-way; and waiving the collection of traffic impact fees associated with the installation of parklets within the public right-of-way.

Finance Department

5. SUBJECT: Update to Debt Management Policy to Comply with State Requirements.
RECOMMENDATION: That City Council adopts **Resolution No. 15,105** of the City Council of the City of Oxnard adopting a local debt management policy and taking actions related to the policy.

Housing Department

6. SUBJECT: Housing Authority Investment Policy.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt **Resolution No. 1303** approving an investment policy for the Housing Authority of the City of Oxnard for FY 2018-2019.

Human Resources Department

7. SUBJECT: First Amendment to Agreement with Kelly Services, Inc.
RECOMMENDATION: That City Council approve a First Amendment to Agreement No. 7770-17-HR with Kelly Services, Inc. in the amount of \$10,113.02 for temporary labor services.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented, with the stated amendment to item I-5. VOTE: Andrade, Flynn, MacDonald, and Ramirez voted in favor; Perello voted against item I-5. The motion carried 5-0 (Madrigal and Vega absent) on item I-6 (Housing Authority item); 3-1 (Perello voted

against and Madrigal absent) on item I-5; and 4-0 (Madrigal absent) on the remaining items (City Council items).

J. REPORTS

City Attorney Department

1. SUBJECT: Medical Cannabis Delivery Ordinance Introduction.

RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ARTICLE XVI OF CHAPTER 7 OF THE OXNARD CITY CODE REGARDING PROHIBITED CANNABIS ACTIVITIES, REPEALING UNCODIFIED ORDINANCE NO. 2756 REGARDING MEDICAL MARIJUANA, AND ADDING ARTICLE XV TO CHAPTER 11 OF THE OXNARD CITY CODE REGARDING MEDICAL CANNABIS DELIVERIES.

The Assistant City Attorney gave a report. Public comments were received from Daniel Chavez Jr., Chelsea Sutula, Francine Castanon, Karina Kaye, Steve Nash, Joe Kyle, and Anthony Delgadillo Salas. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Perello, and Ramirez voted in favor; the motion carried 4-0 (Madrigal absent).

Finance Department

3. SUBJECT: Remodel of Third Floor - City Hall.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute an agreement in the amount of \$719,000 for the 300 W. Third Street, 3rd Floor Renovation Project (Rebid) PW 17-24R with Y.Ko.Construction Co, Inc.;
2. Approve \$72,000 for Project contingency for the 300 W. Third Street, 3rd Floor Renovation Project (Rebid);
3. Approve \$72,000 for consultant and staff engineering, inspection, surveying, and Project management for the 300 W. Third Street, 3rd Floor Renovation Project (Rebid); and
4. Approve a project cost of \$1,066,000, for the 300 W. Third Street, 3rd Floor Renovation Project No. 171601, (Rebid) No. PW17-24. Of this amount, \$650,000 has already been appropriated, with the remaining \$416,000 to be appropriated in the FY2018-19 budget. Of this amount, \$863,000 will be for construction related costs, and \$203,000 is related to furniture and IT cabling costs.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Perello, and Ramirez voted in favor; the motion carried 4-0 (Madrigal absent).

City Attorney Department

2. SUBJECT: Fireworks Social Host Liability Ordinance Introduction.
RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance amending section 7-147.1 of the Oxnard City Code concerning fireworks.

The Deputy City Attorney gave a report. Public comments were received from Jackie Tedeschi. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 4-0 (Madrigal absent).

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:06 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 April 10, 2018

A. ROLL CALL/POSTING OF AGENDA

At 6:06 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 Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Darwin Base, Fire Chief; Arturo Casillas, Housing Director; Omar Castro, Water Division Manager; Trish Honigsburg, Public Works Outreach/Education Specialist; Karl Lawson, Housing Compliance Services Manager; Eric Sonstegard, Assistant Police Chief; Jason Zaragoza, Deputy City Attorney; Karen Moore, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2018 as "Donate Life Month."

Mayor Flynn read the proclamation and presented it to Donate Life Legacy Ambassador Bob Thompson, who thanked the Council and made some remarks.

2. SUBJECT: Presentation of a Proclamation Designating April 14, 2018 as "Earth Day."

Mayor Flynn read the proclamation and presented it to the Public Works Outreach/Education Specialist, who thanked the Council and made some remarks.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (complaints about city insurance adjuster, recent property losses), Gloria Roman (upcoming recall election), Bill Terry (upcoming recall election), Kurt Garrison (upcoming recall election), George Miller (upcoming recall election), Pete Plascencia (upcoming recall election), Steve Nash (gun control, recent League of Women Voters forum, upcoming recall election), Karl Lawson (Oxnard Mid-Managers Association complaint regarding Public Works safety equipment), Pat Brown (upcoming recall election), Martin Jones (recall election), and Daniel Chavez Jr. (city council meetings, homelessness solutions).

E. REPORT OF CITY MANAGER

The Interim City Manager announced various upcoming meetings and special events, and provided program updates. He highlighted the Housing Authority's recent "High Performer" ranking from HUD, the recent Police Academy graduation, and the Information Technology Department's 2018 internship program.

The City Clerk gave an update on the upcoming May 1, 2018 Special Election.

Public comments were received from Jackie Tedeschi and Woodrow Thomas Sr.

F. CITY COUNCIL REPORTS

Councilmember Madrigal reported on his recent mission trip to Mexico, the El Concilio awards dinner, the Knights of Columbus Public Safety Night, and the upcoming Cesar Chavez march.

Mayor Pro Tem Ramirez reported on the El Concilio awards, the Knights of Columbus Public Safety Night, the Cesar Chavez march, and recent meetings of the Air Pollution Control District, SCAG, and Clean Power Alliance, the upcoming "Night of Funk" concert at the PACC, and urged voters to be informed regarding the upcoming recall election.

Councilmember Perello commented on upcoming neighborhood council meetings, requested a levee presentation, commented on providing safety equipment for employees, the El Concilio awards dinner, unclaimed checks, the Knights of Columbus Public Safety Night, the upcoming recall election, and organ donation.

Mayor Flynn reported on attending the Knights of Columbus Public Safety Night and commented the importance of public safety in the community.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I-1 and I-3 were discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Jeff Kroll.

I. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Adoption of **Ordinance No. 2937** Regarding Medical Cannabis Delivery.
RECOMMENDATION: That the City Council adopt Ordinance No. 2937 (read by title only, waiving further reading) approving amendments to Article XVI of Chapter 7 of the Oxnard City Code regarding prohibited cannabis activities, repealing uncodified Ordinance No. 2756 regarding medical marijuana, and adding Article XV to Chapter 11 of the Oxnard City Code regarding medical cannabis deliveries.
2. SUBJECT: Adoption of **Ordinance No. 2938** - Host Liability Fireworks Ordinance.

RECOMMENDATION: That City Council adopt Ordinance No. 2938 (read by title only, waiving further reading) amending Section 7-147.1 of Article XIII of Chapter 7 of the Oxnard City Code, establishing host liability for fireworks violations

3. SUBJECT: Tickets and Passes Distribution Policy.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,106** establishing a tickets and passes distribution policy consistent with FPPC regulation.

Information Technology Department

4. SUBJECT: Fifth Amendment to Tyler Technologies License Agreement.

RECOMMENDATION: That City Council adopt the Fifth Amendment to the Standard Software License and Services Agreement with Tyler Technologies for the Public Safety 911 system to expand the eCitation module and extend the expiration date of the Agreement by an additional three years.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

J. PUBLIC HEARINGS

Public Works Department

1. SUBJECT: Request for Well Permit - Rio Manor Mutual Water Company.

RECOMMENDATION: That the City Council:

1. Hold a public hearing to consider the application from the Rio Manor Mutual Water Company for a well permit;
2. Find that, in accordance with Section 15303, Class 3 of the State California Environmental Quality Act (CEQA) Guidelines, there is no substantial evidence that the drilling and operation of the new well will have a significant effect on the environment, and thus this new well is exempt from further CEQA review; and
3. If satisfied that the drilling of the well and the operation thereof will not deplete or contaminate the City's water supply, adopt **Resolution No. 15,107** granting Well Permit No. 16-4881 to the Rio Manor Mutual Water Company, including the reasonable conditions to prevent depletion and contamination of the City's water supply and to protect the public health, safety and general welfare.

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

The Water Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Robert Eranio (applicant), Joe Roque, Dan Pinedo, and Steve Nash.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented, with the addition of the Fire Chief's proposed additional conditions, and amended with additional wording provided by the City Attorney for Condition 31 of the resolution (adding to the end of the sentence: "...with phased compliance within a reasonable time frame as determined by City staff in compliance with applicable regulations."). VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Housing Department

2. SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds for Channel Island Park Apartments.

RECOMMENDATION: That the City Council:

1. Hold a public hearing regarding the issuance of up to \$45,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the acquisition, rehabilitation and development of a 152-unit multi-family rental housing projected located at 910-1030 East Channel Islands Boulevard; 910-1045 Bismark Way; 2911-2941 Concord Drive; and 2920-2940 Albany Drive, Oxnard, California (also known collectively as Channel Island Park Apartments); and
2. Adopt **Resolution No. 15,108** approving the issuance of bonds.

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

The Housing Compliance Services Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Woodrow Thomas Sr. and Jackie Tedeschi.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council, staff, and applicant John McGee.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

K. REPORTS

City Manager Department

1. SUBJECT: City Council Positions on June and November 2018 Statewide Ballot Initiatives.

RECOMMENDATION: That the City Council: 1) Receive the report; 2) adopt **Resolution No. 15,109** supporting State Propositions 68 and 69 in the June 2018 State General Election and Senate Bill 3 in the November 2018 General Election; and 3) take such additional, related action as may be desired.

The Assistant City Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Jackie Tedeschi.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

2. SUBJECT: Ordinances Reauthorizing “PEG” Fees on State Video Service Franchises.
RECOMMENDATION: That the City Council:
 1. Introduce an Ordinance (read by title only, waiving further reading) of the City Council of the City Of Oxnard reauthorizing the City’s Public, Educational, And Governmental (“PEG”) access support fee; and
 2. Adopt **Urgency Ordinance No. 2939** (read by title only, waiving further reading) of the City Council of the City of Oxnard reauthorizing the City’s Public, Educational, and Governmental (“PEG”) access support fee.

The Assistant City Manager gave a report. Discussion ensued among the Council and staff. Public comments were received from Dan Pinedo and Steve Nash. Additional discussion ensued.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Police Department

3. SUBJECT: Keep California Safe Resolution.
RECOMMENDATION: That City Council adopt **Resolution No. 15,110** supporting the statewide ballot initiative titled *Reducing Crime and Keeping California Safe Act of 2018*.

The Interim City Manager/Police Chief gave a brief report and the Assistant Police Chief gave a report. Public comments were received from Daniel Chavez Jr. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:54 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: June 12, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Resolutions to Call November 6, 2018 Municipal Election, and Calling of Election for Initiative Measures for CFD No. 3 and CFD No. 4 (Seabridge at Mandalay Bay).

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, (805) 385-7805

RECOMMENDATION:

That the City Council:

1. Adopt a resolution calling and giving notice of a municipal general election to be held on November 6, 2018, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns;
2. Adopt a resolution establishing rules to govern submission by candidates of Candidate Statements;
3. Acting as the legislative body of City of Oxnard Community Facilities District Nos. 3 and 4 (Seabridge at Mandalay Bay), adopt resolutions ordering an election for ballot measures to consider adoption of Ordinances to reduce the amount of special taxes used to pay for overhead charges for CFD-3, and to reduce the portion of the special tax utilized for Harbor Patrol costs in CFD-4; and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

BACKGROUND

Municipal General Election

The City Council is required by state law to adopt a resolution (Attachment A) calling and giving notice of the City's municipal general election in the November of even-numbered years. The

Adopt Resolutions for November 2018 General Election

June 12, 2018

Page 2

November 6, 2018 election is being held for the purpose of electing a Mayor for a term of two years, and four Councilmembers representing the city's newly formed City Council Districts. The Councilmembers for Districts 1, 2, and 5 will be elected for a term of four years, while the Councilmember for District 6 will be elected for an initial term of two years. Additionally, the resolution will request election consolidation with the County of Ventura. The County Clerk's Elections Division provides all election-related services and supplies for the General Election countywide, with each city reimbursing the county for its portion of those services and supplies. Following the County Clerk's certification of the election, the County Board of Supervisors canvasses the election returns.

A second resolution (Attachment B) establishes rules to govern the submission of candidate statements published in the Voter Information Guide (also known as Sample Ballot). These rules are in the Elections Code, so adopting a resolution is standard for any election where there are candidates running for an elected position.

Community Facilities District Ballot Measures

On April 24, 2018, the City Clerk received notification letters that Notices of Intention to Circulate a Petition for Community Facilities District No. 3 and Community Facilities District No. 4 (Seabridge at Mandalay Bay) had been posted and published as required by Elections Code Sections 9302 and 9303.

The initiative proponent delivered the completed petitions to the City Clerk's office on April 30, 2018, which were forwarded to the Ventura County Elections Division for signature verification. On May 22, 2018, the Elections Division finalized its count of the signatures and provided a signature verification certificate. The required number of valid signatures was met and the City Clerk provided a Certificate of Sufficiency for the measures for the City Council's information at its June 5, 2018 meeting.

The attached resolution (Attachment C) calls the election as required by state law and requests that the election for these measures be consolidated with the statewide general election to be held on November 6, 2018.

FINANCIAL IMPACT

According to the County Elections Office, the estimated cost for the Mayor's race is \$32,000 plus legal publication, and the estimated cost per Council District is \$3,000 each plus legal publication. The City Council has previously adopted a resolution to place a cannabis tax measure on the November ballot, at an estimated cost of \$15,000 to \$20,000. These costs will be paid from General Fund City Clerk Contract Election (account no. 101-1302-801-84-77).

The cost per ballot measure for the Community Facilities Districts is estimated at \$5,500 each plus legal publication. The City Council has previously approved an additional CFD ballot initiative for the November ballot. These measures will be funded by their respective CFD

Adopt Resolutions for November 2018 General Election
June 12, 2018
Page 3

budgets: neither the City nor General Fund will incur any expenses relating to these elections.

ATTACHMENTS:

Attachment A: Resolution Calling Municipal Election

Attachment B: Reso Exhibit A Req for Specified Svcs

Attachment C: Resolution Establishing Rules for Candidate Statements

Attachment D: Resolution Calling Election CFD3

Attachment E: CFD3 Reso Exhibits A and B

Attachment F: Resolution Calling Election CFD4

Attachment G: CFD4 Reso Exhibits A and B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD: CALLING AND GIVING NOTICE OF A MUNICIPAL GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 FOR THE ELECTION OF CERTAIN OFFICERS; CONSENTING TO AND REQUESTING ELECTION CONSOLIDATION WITH THE COUNTY OF VENTURA, INCLUDING CONSOLIDATION WITH ANY OTHER ENTITIES THAT CONSOLIDATE WITH THE COUNTY; REQUESTING THE COUNTY CLERK TO RENDER SPECIFIED SERVICES AND SUPPLIES RELATING TO THE CONDUCT OF A MUNICIPAL GENERAL ELECTION; AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, under the provisions of the Election Code relating to General Law cities in the State of California, the City of Oxnard (City) is required to call and give notice of a municipal general election to be held on November 6, 2018, for the election of certain municipal officers; and

WHEREAS, a statewide general election will be held within the County of Ventura (County) on the same date, and the City Council desires to consolidate the City's election with the County's election; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request certain election-related services from the County; and

WHEREAS, Elections Code section 10403 requires jurisdictions to file a resolution requesting consolidation with a statewide election, with the County Board of Supervisors and a copy with the County Registrar of Voters.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD hereby resolves as follows:

SECTION 1. A municipal general election is hereby called and ordered to be held in the City of Oxnard, California, on November 6, 2018, for the purpose of electing a mayor to a two-year term, three members of the City Council (Districts 1, 2, and 5) to four-year terms, and one member of the City Council (District 6) to a two-year term. The exact form of the candidates to be voted upon at the election and to appear on the ballot are as follows:

ONE MAYOR – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 1) – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 2) – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 5) – Vote for one

ONE MEMBER OF THE CITY COUNCIL (DISTRICT 6 –Short Term) – Vote for one

SECTION 2. The City consents to consolidate its election with the County election on November 6, 2018, and therefore requests that the County Board of Supervisors order that this regular municipal election be consolidated with the statewide general election to be held on November 6, 2018.

SECTION 3. The City acknowledges that the consolidated election will be held and conducted in the manner prescribed by Elections Code section 10418

SECTION 4. The ballots to be used at the election shall be in form and content as required by law.

SECTION 5. The County Board of Supervisors is authorized to canvass the returns of the municipal general election to be held in the City on November 6, 2018.

SECTION 6. Pursuant to Elections Code section 10002, the County Board of Supervisors is requested to permit the County Clerk to render the services and supplies as shown on Exhibit A, attached hereto and made a part hereof, and any and all other services and supplies necessary to complete the municipal general election on November 8, 2016.

SECTION 7. The City agrees to reimburse the County in full for the services performed and supplies provided by the County Clerk upon presentation to the City of a bill.

SECTION 8. Notice of the time and place of holding the election is given and the County Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 9. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 10. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 11. The County Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed material and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election

SECTION 12. The City Clerk is directed to forward without delay to the County Board of Supervisors and to the County Clerk each a certified copy of this resolution.

SECTION 13. The City of Oxnard authorizes the County election official, pursuant to Section 15651 of the Elections Code, in the event of a tie vote, to determine the tie by random drawing.

PASSED, APPROVED, and ADOPTED, this 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

VENTURA COUNTY REQUEST FOR SPECIFIED ELECTION SERVICES

TO: **MARK A. LUNN**, Clerk/Recorder/Registrar of Voters

FROM: City of Oxnard, California

City Name

Signature of Authorization

ELECTION: Municipal General Election

DATE: November 6, 2018

SERVICES REQUESTED: – Place a check mark next to the item selected.

ITEM #1 PUBLICATIONS

X

A. County elections official is requested to publish: Notice of Election for Offices, Nominees, Election Officers and Polling Places.

B. City will publish.

ITEM #2 CANDIDATE CERTIFICATES AND OATHS OF OFFICE

X

A. County elections official is requested to furnish Certificates and Oaths of Office.

1. Blank forms only - number requested .
2. X Forms filled in appropriately - number requested 1 set

B. City will furnish Certificates and Oaths of Office.

ITEM #3 ELECTION NIGHT RESULTS

X

On-line results

E-mail

ELECTIONS DIVISION SERVICES PROVIDED:

CANDIDATE FORMS – Ventura County Elections Division to provide one master set for copying.

CANDIDATE FILINGS – Ventura County Elections Division will check nomination petition signatures.

CANDIDATE STATEMENT – Maximum number of words permitted for the Candidate's Statement will be 200 words. The City will be billed the cost of handling and printing the Candidate Statements. Pursuant to Elections Code Section 10002, the City agrees to reimburse the Ventura County Elections Division in full for the services performed upon presentation of a bill.

ELECTION DAY VOTER INFORMATION – A CD of registered voters and a list of polling places will be provided.

SPANISH TRANSLATIONS – Ventura County Elections Division will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF SAMPLE BALLOTS – Ventura County Elections Division will arrange for printing Candidates' Statements in the Sample Ballot for each election.

VOTE BY MAIL BALLOTS – Ventura County Elections Division will process all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

POLLING PLACES/PRECINCTS ASSIGNMENTS – Ventura County Elections Division will determine the number of polling places.

The undersigned requests the above election services to be performed by the Ventura County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of City: City of Oxnard , California

Signature & Title: Michelle Ascencion, City Clerk

Date: June 12, 2018

Rev. 02/27/13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING REGULATIONS PERTAINING TO CANDIDATE
STATEMENTS SUBMITTED TO THE VOTERS FOR THE MUNICIPAL
GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency shall adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD does resolve, declare, determine, and order as follows:

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Oxnard on November 6, 2018 may prepare a candidate statement on the appropriate form provided by the City Clerk.

A. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications; written in the first person and conforming to the word count and formatting guidelines provided with the form. The statement must be typewritten in 12-point type of any standard font, using block paragraphs and single space format, and is limited to 30 lines.

B. The statement shall not include the party affiliation of the candidate, nor the candidate's membership or activity in partisan political organizations, nor comments nor reference to any opponent or their qualifications, character, or activities (Elections Code §13308). The Elections Official will remove improper language from any statement and not allow it to be printed. The candidate will be notified of the improper language and its removal from the Statement.

C. If text exceeds the word limit, the author will be asked to delete or change a sufficient number of words, or a sentence, to ensure compliance with the required word limit. The candidate should check the statement for proper spelling and punctuation, as the elections official is not permitted to edit any material contained therein once the Candidate Statement has been filed.

D. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. A signed hardcopy of the statement must be submitted in addition to an electronic version, in the form of a Microsoft Word document, via email, CD, or USB drive. The signed hard copy of the statement is the official filed document. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 6:00 p.m. of the next working day after the close of the nomination period.

E. Per Elections Code Section 18351, any candidate who knowingly makes a false statement of material fact in a candidate statement, with the intent to mislead the voters, is subject to punishment by a fine not to exceed \$1,000.

F. All candidate statements shall remain confidential until the nomination period closes.

G. Filing a candidate statement is optional. If a candidate statement is not filed, the candidate shall submit a signed blank candidate statement form with his/her completed nomination papers.

SECTION 2. PAYMENT. The Elections Official shall estimate the total cost of printing, handling, translating, and mailing the candidate statement files pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended).

A. Each candidate filing a statement shall be required to pay a deposit in advance for the estimated pro rata share of printing costs per candidate. The deposit amount for Mayoral candidates is \$1,325.00; the deposit amount for City Council candidates is \$800.00. The candidate shall deposit this estimated cost, payable to the City of Oxnard, at the time of submission of the candidate statement.

B. The candidate authorizes printing of a candidate statement with the clear understanding that the final printing cost will depend on the actual number of candidates filing statements. Therefore the deposit paid may ultimately be significantly more or less than the actual final cost, and the candidates shall pay the balance of the cost incurred. In the case of overpayment, the clerk shall refund the excess amount to the candidate.

SECTION 3. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Voter Information Guide.

SECTION 4. The City Clerk shall provide each candidate a copy of this resolution at the time nominating petitions are issued.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED, this 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 6, 2018 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED “ORDINANCE REDUCING SPECIAL TAX FOR OVERHEAD CHARGES IN COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY),” REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 24, 2018, Robert Chatenever submitted to the City Clerk of the City of Oxnard (acting as the Clerk of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (hereafter, the “CFD”)) a Notice of Intention to Circulate Initiative Petition entitled “Initiative Measure to be Submitted Directly to the Voters” that proposes to adopt an ordinance entitled “Ordinance Reducing Special Tax for Overhead Charges in Community Facilities District No. 3 (Seabridge at Mandalay Bay),” and a Proof of Publication of the Notice; and

WHEREAS, the initiative measure proposes to reduce the amount of special taxes used to pay overhead charges for developed properties within the boundaries of the CFD; and

WHEREAS, on May 22, 2018, the Ventura County Registrar of Voters verified that the number of valid signatures on the initiative petition is 79, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council (acting as the legislative body of the CFD) must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

WHEREAS, California Elections Code Section 1405 provides that the election for a municipal or district initiative that qualifies pursuant to Elections Code Section 9215 or 9310 shall be held at the jurisdiction’s next regular election occurring not less than 88 days after the date of the order of election, unless the governing body calls a special election.

NOW, THEREFORE, the City Council of the City of Oxnard (acting as the legislative board of the CFD) hereby resolves as follows:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard (acting as the legislative board of the CFD) as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the CFD at the regular election to be held on November 6, 2018.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the CFD be consolidated with the statewide general election to be held on November 6, 2018, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the CFD on November 6, 2018.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A**, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 6, 2018.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B**. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard. If not provided in the Voter Guide, upon request, copies will be sent at the expense of the CFD.

SECTION 8. The ballot question shall be substantially as follows:

“Measure of Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard

Shall Attachment B to Resolution No. 12715 be amended to limit the amount of the special tax levied and used to pay overhead costs of employees of the City of Oxnard to \$5,000 annually?

Yes (_____)

No (_____)”

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are “yes” votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council (acting as the legislative board of the CFD) shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The CFD shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 12th day of June, 2018, 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

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: MARK A. LUNN, Clerk-Recorder, Registrar of Voters

FROM: City of Oxnard
City, School District or Special District Name Signature of Authorization

ELECTION: Statewide General Election DATE: November 6, 2018
(For CFD-3 ballot measure)

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1 PUBLICATIONS

- _____ A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.
- _____ B. City/District will publish.

ITEM #2 COUNTY VOTER INFORMATION GUIDE PUBLICATION

- _____ A. Print Full Measure Text.
- _____ B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3 MEASURE/INITIATIVE PROPONENT FILINGS

- _____ A. Random sample of 500 signatures.
- _____ B. Full check of all signatures submitted.

ITEM #4 ELECTION NIGHT RESULTS

- _____ On-line results
- _____ E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

ELECTIONS DIVISION SERVICES PROVIDED:

L.2.e

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____ Michelle Ascencion, City Clerk

Date: _____ June 12, 2018

Rev. 10/04/17

**ORDINANCE REDUCING SPECIAL TAX FOR OVERHEAD CHARGES IN
COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY)**

The people of Community Facilities District No. 3 (Seabridge at Mandalay Bay) do ordain as follows:

SECTION 1. LIMITATION OF OVERHEAD CHARGES

Attachment B, "Description of Public Improvements and Incidental Expenses to be financed by Community Facilities District No.3 (Seabridge at Mandalay Bay)" to Resolution No. 12715, adopted as Ordinance No. 2676 by the City Council of the City of Oxnard acting as the governing body of Community Facilities District No. 3 (Seabridge at Mandalay Bay), is hereby amended to read as follows:

(Text to be inserted into the Table is indicated in ***bold italics*** type. Text to be deleted is indicated in ~~striketrough~~ type. Text in standard, bold or underlined type, which currently appears in that fashion in Resolution No. 12715, remains unchanged by this Initiative)

The incidental expenses to be paid from bond proceeds and/or special taxes (collectively, the "Incidental Expenses") include:

(a) all costs associated with the creation of Community Facilities District No. 3 (Seabridge at Mandalay Bay), the issuance of bonds, the determination of the amount of annual special taxes to be levied, the cost of levying and collecting the annual special taxes, costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District No.3 (Seabridge at Mandalay Bay), including legal, consultants, engineering, planning and designing costs and the cost of annual administration of Community Facilities District No.3 (Seabridge at Mandalay Bay), ***except that the special taxes levied and used to pay overhead costs of employees of the City of Oxnard shall be limited to \$5000 annually;*** and

SECTION 2. GENERAL PROVISIONS

1. Section 3 of Article XIII C of the California Constitution provides that "the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." Further, such power "to affect local taxes, assessments, fees and charges shall be applicable to all local governments," including special districts. (Id., see also Cal. Const. Art. XIII C, § 1(b) and (c).)
2. The purpose of this initiative is to exercise the power reserved to voters by Section 3 of Article XIII C of the California Constitution to limit the special tax currently imposed on the landowners in Community Facilities District No. 3 (Seabridge at Mandalay Bay).
3. This initiative is intended only to reduce the amount of special tax collected to pay for overhead costs of employees of the City of Oxnard, as set forth in Attachment B of Resolution 12715, which special taxes were originally levied by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 3 (Seabridge at Mandalay Bay), by its adoption of Ordinance 2676, following approval by the then-landowner of the proposition proposing the special tax.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 6, 2018 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED “ORDINANCE REDUCING HARBOR PATROL SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY),” REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 24, 2018, Robert Chatenever submitted to the City Clerk of the City of Oxnard (acting as the Clerk of Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard (hereafter, the “CFD”)) a Notice of Intention to Circulate Initiative Petition entitled “Initiative Measure to be Submitted Directly to the Voters” that proposes to adopt an ordinance entitled “Ordinance Reducing Harbor Patrol Special Tax in Community Facilities District No. 4 (Seabridge at Mandalay Bay),” and a Proof of Publication of the Notice; and

WHEREAS, the initiative measure proposes to reduce the portion of the special taxes for developed properties within the boundaries of the CFD utilized to pay for Harbor Patrol costs; and

WHEREAS, on May 22, 2018, the Ventura County Registrar of Voters verified that the number of valid signatures on the initiative petition is 92, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council (acting as the legislative body of the CFD) must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

WHEREAS, California Elections Code Section 1405 provides that the election for a municipal or district initiative that qualifies pursuant to Elections Code Section 9215 or 9310 shall be held at the jurisdiction’s next regular election occurring not less than 88 days after the date of the order of election, unless the governing body calls a special election.

NOW, THEREFORE, the City Council of the City of Oxnard (acting as the legislative board of the CFD) hereby resolves as follows:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard (acting as the legislative board of the CFD) as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the CFD at the regular election to be held on November 6, 2018.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the CFD be consolidated with the statewide general election to be held on November 6, 2018, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the CFD on November 6, 2018.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A**, which is attached hereto and made a part hereof, and any and all other services and supplies necessary to complete the election on November 6, 2018.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B**. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard. If not provided in the Voter Guide, upon request, copies will be sent at the expense of the CFD.

SECTION 8. The ballot question shall be substantially as follows:

“Measure of Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard

Shall Attachment B to Resolution No. 12716 be amended to limit the charges for Harbor Patrol services plus the consideration for the added value to the Seabridge Project provided by the Channel Islands Harbor to an amount no greater than the amount charged for Harbor Patrol services to Westport CFD No. 2?

Yes (_____)

No (_____)”

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are “yes” votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council (acting as the legislative board of the CFD) shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The CFD shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 12th day of June, 2018, 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

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: MARK A. LUNN, Clerk-Recorder, Registrar of Voters

FROM: City of Oxnard
City, School District or Special District Name Signature of Authorization

ELECTION: Statewide General Election DATE: November 6, 2018
(For CFD-4 ballot measure)

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1 PUBLICATIONS

- _____ A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.
- _____ B. City/District will publish.

ITEM #2 COUNTY VOTER INFORMATION GUIDE PUBLICATION

- _____ A. Print Full Measure Text.
- _____ B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3 MEASURE/INITIATIVE PROPONENT FILINGS

- _____ A. Random sample of 500 signatures.
- _____ B. Full check of all signatures submitted.

ITEM #4 ELECTION NIGHT RESULTS

- _____ On-line results
- _____ E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

ELECTIONS DIVISION SERVICES PROVIDED:

L.2.g

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____ Michelle Ascencion, City Clerk

Date: _____ June 12, 2018

Rev. 10/04/17

**ORDINANCE REDUCING HARBOR PATROL SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY)**

The people of Community Facilities District No. 4 (Seabridge at Mandalay Bay) do ordain as follows:

SECTION 1. LIMITATION OF CHARGES FOR HARBOR PATROL

The Types of Services and Incidental Expenses to be Financed by Community Facilities District No. 4 (Seabridge at Mandalay Bay) in Resolution No. 12716, Attachment B adopted as Ordinance No. 2677 by the City Council of the City of Oxnard acting as the governing body of Community Facilities District No. 4 (Seabridge at Mandalay Bay) is hereby amended to read as follows:

(Text to be inserted is indicated in ***bold italics*** type. Text to be deleted is indicated in ~~striketrough~~ type. Text in standard, bold or underlined type, which currently appears in that fashion in the Ordinance, remains unchanged by this Initiative)

The proposed services, all or some of which will be financed include:

(a) Police protection services, including but not limited to, enforcement of codes relating to the waterways within and adjoining the Community Facilities District No. 4 (Seabridge at Mandalay Bay) and the harbor which is essential to the use and enjoyment of the waterways ***except that charges to Community Facilities District No. 4 for harbor patrol services plus the consideration of the added value to the Seabridge Project that the Channel Islands Harbor and related facilities provide shall be no greater than the amount that is charged for harbor patrol services to the Westport Community Facilities District No. 2.***

SECTION 2. GENERAL PROVISIONS

1. Section 3 of Article XIII C of the California Constitution provides that “the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge.” Further, such power “to affect local taxes, assessments, fees and charges shall be applicable to all local governments,” including special districts. (Id., see also Cal. Const. Art. XIII C, § 1(b) and (c).)
2. The purpose of this initiative is to exercise the power reserved to voters by Section 3 of Article XIII C of the California Constitution to limit the special tax currently imposed on the landowners in Community Facilities District No. 4 (Seabridge at Mandalay Bay).
3. This initiative is intended only to reduce the tax for Services and Incidental Expenses to be Financed by Community Facilities District No. 4 (Seabridge at Mandalay Bay) in Resolution No. 12716, Attachment B adopted as Ordinance No. 2677, which special taxes were originally levied by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 4 (Seabridge at Mandalay Bay), by its adoption of Ordinance 2677, following approval by the then-landowner of the proposition proposing the special tax.
4. This initiative recognizes that the reduction in tax will necessitate a reduction in the level of service provided by harbor patrol to the Seabridge community.
5. This initiative does not amend or repeal any other provision of Ordinance 2677. All such provisions not amended by this initiative shall remain in effect.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Agreements for City Council Review.

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. LexisNexis Risk Solutions (8233-18-PO) for analytical software license for the Oxnard Police Department to implement the Intelligence-led Policing (\$109,782).
- B. Safety-Kleen Systems, Inc. (A-7988) for transportation and recycling of household hazardous waste material (\$100,000).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

Agreements for City Council Review.

June 12, 2018

Page 2

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for June 12, 2018

City Manager Contract List for 06/12/2018

Contracts from \$25,000 to \$250,000

A Analytical Software License

Vendor:	LexisNexis Risk Solutions	Amount to be Approved:	\$109,782
Type:	Original Agreement	Current FY Amount:	\$36,594
Agreement No.:	8233-18-PO	Total Contract Amount:	\$109,782
Amendment No.:	N/A	Funding Source:	Justice Assistance Grant 248-2105-802-8606 and Gang Violence Suppression Grant 218-2029-802-8606
Purchase Order No.:	3863	Vendor Selection Process:	Request for Proposals (RFP)
Begin Date:	06/01/2018	# of Bids/Proposals/Quotes:	4
End Date:	05/31/2021	Project Manager:	Christopher Williams
Term:	3 years	Department:	Police Department
		Telephone:	805-385-8290
		Email:	Christopher.Williams@oxnardpd.org

Purpose:

Staff is requesting authorization to purchase analytical software license from LexisNexis Risk Solutions (8233-18-PO) in the total amount of \$109,782 for three (3) years. The Oxnard Police Department recognized the need to implement the Intelligence-led Policing (ILP) model to complement our community policing strategies. As a result of implementing ILP, it is necessary to purchase analytical software to assist investigators and crime analyst to search and link crime data, people and locations.

In 2018, the department created an ILP committee to seek out and evaluate software programs that would meet the needs and expectations of the department. Six (6) software solutions companies provided demonstrations, ACISS Web, IBM i2, ESRI, Motorola, Info Builders and LexisNexis. Among the six (6) proposals received, LexisNexis Risk Solutions provided the lowest, most responsive bid and the best solution for our Department.

The three year analytical software license is \$109,782 and the funding source will be paid out of Justice Assistance Grant, 248-2105-802-8606 and Gang Violence Suppression Grant, 218-2029-802-8606. There is sufficient funding in the current Fiscal Year 2017-18 to cover this expense.

City Manager Contract List for 06/12/2018

Contracts from \$25,000 to \$250,000

B Transportation and Recycling of Household Hazardous Waste Material

Vendor: Safety-Kleen Systems, Incorporated
Type: Amendment
Agreement No.: A-7988
Amendment No.: 1
Purchase Order No.: 6621
Begin Date: 11/07/2017
End Date: 11/07/2018
Term: 1 year

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$100,000
\$124,000
\$200,000
Environmental Resources Enterprise Fund 631
Request for Bids (RFB)
3
Todd Vasquez-Housley
Public Works - Environmental Resources Division
805-385-7957
toddvhousley@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with Safety-Kleen Systems, Inc. (A-7988) in the amount of \$100,000 for a not to exceed total amount of \$200,000, to continue the household hazardous waste disposal program through November 7, 2018. The program provides for the removal, transportation and recycling of household hazardous waste material such as antifreeze, used oil, batteries and water based paint that is collected at the Del Norte Regional Recycling and Transfer Station.

Pursuant to the City's Purchasing Policies, nine (9) firms were mailed the Request For Bid, with three (3) firms responding with proposals. Among the three (3) proposals received, Safety-Kleen Systems, Inc. provided the lowest and most responsive bid. The Original Agreement was approved by the City Council on December 12, 2017.

This First Amendment provides funding to continue the agreement through November 7, 2018. During this time staff will release a new Request for Bid.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 4

DATE: June 12, 2018

TO: City Council

FROM: Phillip Molina
City Treasurer

A handwritten signature in cursive script that reads "Phillip - Molina".

SUBJECT: First Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, (805) 385-7808

RECOMMENDATION:

That City Council:

1. Adopt a resolution permitting extension of Agreement No. A-7828 beyond (3) years.
2. Approve and authorize the Mayor to execute an amendment to the agreement with InfoSend, Inc. for printing, inserting and mailing services (Agreement No. A-7828) to increase the amount by \$597,000, resulting in a total contract amount of \$1,523,923, extend the expiration date to June 30, 2020, and allow for change in the equipment used to produce utility bills and business tax renewals.

BACKGROUND

InfoSend, Inc is a California-based vendor that handles the printing, inserting and mailing of the City's utility bills, business tax renewals and notices. Utility bills are mailed daily, Monday-Thursday to approximately 45,000 customers each month. Business tax renewals are mailed monthly to approximately 2,000 businesses. The current agreement was awarded to Infosend after an RFP process was conducted in July 2015. The agreement expires on June 30, 2018. InfoSend, Inc. agreed to extend the agreement for two years and keep the cost of services unchanged throughout the duration of the amendment. The City's current purchasing resolution provides that a trade services agreement shall not extend for more than three years. Therefore, the Council is asked to adopt a resolution permitting Agreement No. A-7828 to be extended beyond three years.

STRATEGIC PRIORITIES

This is an operating contract and is not required to fit into the strategic priorities except that this amendment is the least expensive method of extending the required services. Before June 30, 2020 the Treasurer's Department will submit an RFP for future printing requirements.

FINANCIAL IMPACT

The initial cost of \$69,000 for printing/inserting and \$229,500 for postage are within capacity of Fiscal Year 2018-2019 Recommended Operating Budget for City Treasurer-Customer Billing Fund (725-1211) in the amount of \$293,530 and Licensing Fund (101-1211) and \$19,322.

InfoSend, Inc. is used for printing, inserting and mailing services (Agreement No. A-7828) and this amendment will increase the amount of the original contract by \$597,000, or \$298,500 for each of two years resulting in a total contract amount of \$1,523,923.00 for two years. This amendment will also extend the expiration date from June 30, 2018 to June 30, 2020, and allow for an upgrade change in the equipment used to produce utility bills and business tax renewals. The department has the capacity to cover the cost based on the proposed FY18-19 budget submitted by the City Treasurer (assuming no reduction is being considered).

ATTACHMENTS:

Attachment A: Infosend Contract 2015-05162018172915

First Amendment to agreement A-7828

Attachment C - Resolution Extending Trade Services Beyond 3 Years

Agreement No. A-7828

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT for Utility Bill and Business Tax form Printing, Inserting and Mailing Services ("this Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of October, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and InfoSend, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services:

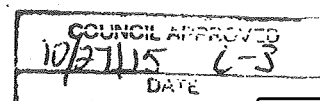
See Exhibit B

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below according to the following schedule: Monday through Friday, except holidays observed by City. Vendor shall be excused for delays resulting from causes beyond the control of the Vendor.

3. This Agreement shall begin on July 1, 2015, and shall end on June 30, 2018. 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 \$926,923 for the Services performed during the term of this Agreement. 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 A. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 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-D, 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-D.

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: InfoSend, Inc., 4240 E La Palma Avenue, Anaheim CA 92807. Any notices to City may be

delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, 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.

CITY OF OXNARD



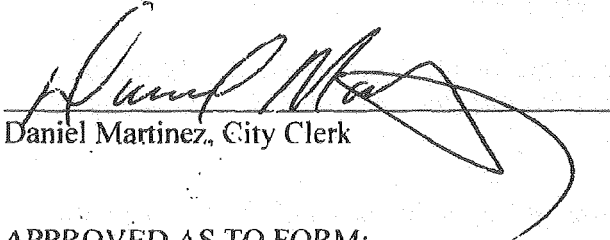
Tim Flynn, Mayor

INFOSEND, INC.



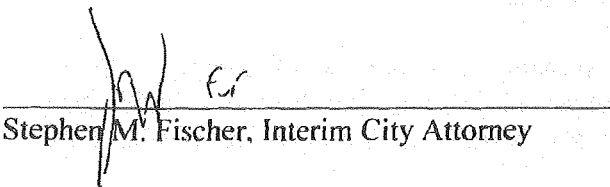
Russ Rezai, Chief Operating Officer

ATTEST:



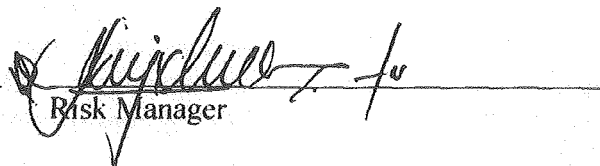
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



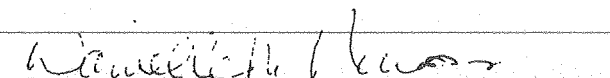
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



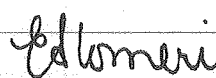
Risk Manager

APPROVED AS TO CONTENT:



Danielle Navas, City Treasurer

APPROVED AS TO CONTENT:



Eden Alomeri, Project Manager

delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, 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.

CITY OF OXNARD

INFOSEND, INC.

Tim Flynn, Mayor

Russ Rezai, Chief Operating Officer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

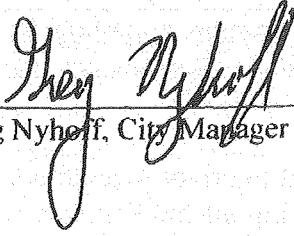
APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Danielle Navas, City Treasurer

Eden Alomeri, Project Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

EXHIBIT A
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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or 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 (Contractor or 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 (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2015**

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.92 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.

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

EXHIBIT B**Scope of Services**

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

Printing

1. Vendor is able to print same or better level of detail as current forms.
2. Vendor is able to print variable data in black, black plus one spot color, black plus multiple spot colors, or in full color (CMYK).
3. Vendor has ability to MICR/OCR laser print.
4. Vendor is capable of providing a graphical presentation of the water consumption data comparing usage for the last two 12-month periods.
5. Vendor is capable of printing standard 3 of 9 barcoding.
6. Vendor has multiple page and selective inserting capabilities (at least 5 inserts).
7. Vendor is able to laser image onto cut sheet paper.
8. Vendor is able to print in color advertisement on pre-designated area of the statement.
9. Vendor is able to print in color messages on predesignated area of the statement.
10. Vendor is able to print on the back of utility bill the instructions on how to pay at 7-Eleven including the logos and barcode compatible with the 7-Eleven store system.
11. Imaging resolution used in printing is 600 DPI or better.
12. Vendor is able to preprint forms, envelopes, and fliers (if necessary).
13. Vendor is able to warehouse preprinted forms (if necessary) in climate controlled facility for use at specified time.

Mailing

1. Vendor is able to mail daily (4 days per week) runs of approximately 3,000 per day and twice this quantity two times per month.
2. Vendor is able to mail monthly runs of approximately 875 business tax certificates and 1,210 business tax certificate renewal notices.
3. Turnaround: vendor is able to guarantee next-day printing and delivery to bulk mail center if file is delivered and approved by 5 PM.
4. Vendor has capability to CASS/PAVE/NCOA certify mail piece to obtain the lowest possible postage rate.
5. Vendor will mail via presort First Class mail to maximize postal discount.
6. Vendor is able to sort to the carrier route level.
7. Vendor will use the USPS full service Intelligent Mail Barcode for all outgoing mail pieces. Vendor must pass on \$0.003 discount per mail piece applied by the USPS for all full service IMB barcoded mail pieces.

8. Vendor will presort to conform to latest USPS notification.
9. Vendor will include zip+4 barcoding on all outgoing mail.
10. Vendor is able to provide proof of delivery to the USPS on an as requested basis.
11. Vendor will pre-pay for postage on agency's behalf and bill agency for actual postage used on a monthly basis.
12. There will be one utility bill, one return envelope and at least one insert (if any) per envelope.
13. There will be one business tax certificate renewal notice, one return envelope and at least one insert (if any) per envelope.
14. There will be one business tax certificate per envelope.
15. Multiple statements to the same owner and mailing address will be matched and handinserted in the appropriate size envelope, metered first-class separately, and delivered to the USPS at the same time as other bills are delivered.
16. City of Oxnard utility bills will be sorted separately and delivered via courier to the City designated person/location.
17. Certain business tax certificates (under a predefined code) will be sorted separately and delivered via e-mail in Pdf format to the City-designated person/location.

Inserting

1. Vendor is able to print inserts and meet the following requirements:
 - a. Average Quantity: 40,000 Utility Bills and 2,085 Business Tax forms per month
 - b. Frequency: Minimum of one insert per mail piece.
 - c. Artwork: CRA
 - d. Halftones: One per insert (optional)
 - e. Fold: To fit #10 envelope
 - f. Pricing: Per thousand
2. Vendor is able to receive and accept for mailing drop-shipped inserts.
3. Vendor is able to accept inserts of different weight of paper, paper size and type of fold, etc.

Technology/Hardware

1. Vendor has ability to accept upgrades to current customer billing system
2. Vendor will provide a password secure/secure directory.
3. Vendor will provide one password per customer, vendor controlled—no unauthorized access.
4. Vendor will provide an emergency backup plan for production and has the ability to duplicate all machinery to avoid an out of service situation.

5. At a minimum, vendor is capable of accepting, receiving data during 24 hours in the following methods:

- a. Electronic
- b. CD and/or Flash Drive
- c. Asynchronous transmission

6. Vendor has the capability to distinguish unique types of bills and business tax forms and use the appropriate color ink assigned to each type of forms:

Regular Bill

Regular Delinquent

1st Final Notice

2nd Final Notice

Business Tax Certificate Renewal Notices

Business Tax Certificate Delinquent Notices

Business Tax Certificate Final Notices

Business Tax Certificates

7. Vendor is able to perform Intelligent/Selective inserting based on unique type or other parameters provided in the data. Types might include but are not limited to the following examples:

- a. Cycle/Route
- b. Customer type (residential/commercial)
- c. Zip Code
- d. Business Classification Code
- e. Business Rate Code

8. Vendor has the ability to archive the data for viewing bills on-line or for use at a later time, if needed.

Additional Services

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

Artwork

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

Scope of Services – Confidential Information

All information printed on the bills shall be considered private and confidential, including test files and sample documents provided during the RFP process.

Security, Compliance and Disaster Recovery

1. Vendor is "Red Flag Rules" compliant per the Fair and Accurate Credit Transactions Act of 2003 (FACTA).
2. Vendor is PCI Level 1 Certified. Vendor will provide most recent PCI certificate in the response.
3. Vendor has a comprehensive Information Security policy and complete set of procedures. Vendor will provide details on policies and procedures in the response.
4. Vendor has a disaster recovery plan to process Agency billing if the main facility becomes inoperable. Provide locations and information about all disaster recovery facilities.
5. Vendor owns and operates at least one disaster recovery facility that must be located in a geographically diverse location from the main production site.
6. The vendor allows periodic site visits by Agency personnel.
7. The vendor has a backup generator at its California facility capable of generating enough power to run all production equipment in case the power grid goes down.

Customer Support

1. Vendor provides unlimited customer support to agency personnel during vendor's business hours.
2. Vendor provides procedures for after-hours support.
3. Vendors company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day Observed.
4. Vendor will provide contact points for customer service.
5. Vendor will provide a dedicated project manager for implementation and ongoing customer support after project go-live.
6. Vendor will provide weekly status updates during all project implementations.

File Transfer and Data Processing

1. Vendor has the ability to accept daily files using an HTTPS upload or a standard FTP or SFTP transmission with PGP encryption support. Agency must be able to log into the Vendor's server and transmit the files 24/7.

2. Vendor is able to accept Agency files in their current format as Agency may be unable to change the file format without manual intervention and/or a modification to their system. Vendor must be able to handle: Data files are flat files (ASCII), PDF files, CSV files, TXT files, PRN files, etc.

3. The vendor will provide a web-based interface to: Track the status of job types through the production process

View reports

Manage inserts

Process exception or special handling of documents

Manage ad hoc messages displayed on job output

Upload test files

Contact vendor customer service

4. Vendor will provide agency the ability to view and approve sample forms online before they are printed and mailed. Included with the samples must be a summary of the total counts of printed forms, suppressed bills, and a count of any inserts included with the batch.

5. Vendor has the capability to suppress the printing of forms and/or envelopes for certain customers, based on agency requirements. Suppression could be on a one-time or ongoing basis.

6. Vendor is able to produce agency form in the current format, propose a new form format and/or provide a form re-design included in the implementation.

7. Vendor is capable of producing remittance compatible with Motorola DS9208 Barcode Scanner: DS9208-DL00004NNWW

8. Vendor has the capability to print:

a. Intelligent bill messages based on customer type

b. Logos

c. Usage history graphs comparing water consumption of the last two 12-month periods

d. Multiple page bills as needed

9. Vendor is capable of presorting documents and including an intelligent mail barcode (IMB).

10. Vendor will provide an interface that will allow agency to update requirements for form messages and form inserts on an ad-hoc basis. Interface must allow agency to include/exclude inserts and messages based on agency requirements including customer type, account number, or other parameter within the data file.

11. Vendor has in place and will provide as part of the response a comprehensive Quality Control plan for ensuring the data, printing and mailing is error free.

12. Vendor will provide a process of "pulling" a form from the live production file. Vendor must indicate in the response whether fees apply.

13. Vendor has printing equipment that can print variable data in black or in full color and explain how redundancy is achieved in the event of equipment failure at the facility.

14. Vendor has mailing equipment that can keep track of mail piece sequencing to prevent mailing errors and explain how redundancy is achieved in the event of equipment failure at the

facility.

15. Vendor has procedures for ensuring that the file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

16. Vendor has the ability to provide an exception handling service to allow Agency to divert individual forms from the main batch based on business rules or a flag in the data file. The exceptions must be viewable in a web portal to allow Agency to individually approve or reject them for printing and mailing.

Materials

1. Vendor will support the following paper stock: 8.5" x 11", 24# with a micro perforation and 8.5" x 11, 24# without perforation.

2. Vendor is able to provide:

- a. A double window #10 mailing envelope, 24# white paper stock
- b. A single window #9 security return envelope, 24# white paper stock
- c. Single window #10 envelope, 24# white paper stock
- d. #9 no window security return envelope, 24# white paper stock
- e. Above various sized envelopes in 30% post consumer recycled
- f. Eco-envelopes or reusable envelopes

3. Vendor will provide the ability to print inserts, newsletters or other notices to be included with regular mailings.

4. Vendor agrees to receive shipments of inserts and store/warehouse all forms and envelopes used to process agency forms.

5. Vendor is able to dynamically print content after the statement page as additional pages. This optional process would allow the Agency to eliminate preprinted materials such as inserts and have them produced as part of the bill package.

Archived Documents

1. Vendor is able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed.

2. Vendor will supply an online interface to agency to view the document images produced. Vendor will provide details about the interface capabilities.

Screen shots of the interface

Search capability

Print capability

Process for viewing archived bill images

Process for emailing archived bill images to specific customer email addresses

3. Vendor is capable of indexing at least 5 data fields for searching via online interface.

4. Vendor is able to store document images for 36 months.

5. Vendor is capable of taking static PDF images from the Agency of inserts, notifications or

newsletters and including them with the form image that is archived.

Reporting

1. Vendor will provide an email confirming receipt of file transmission for data processing.
2. Vendor will provide daily production confirmation reports. This report will contain the following details, at a minimum:
 Number of forms received for processing
 Number of forms printed
 Number of suppressions
 Postage presort breakdown including actual rates
 Inserts used and insert counts
 Total \$ value of bills contained in data file
3. Vendor will provide an NCOA or ACS Move update report that includes customer name, account number, previous address, updated (new) address.

InfoSend eBusiness

Client may select one or more of InfoSend's Primary Services from the list below. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

Vendor can provide eBusiness services (the "eBusiness Services") to the City as described and priced below. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Online BillPay (EBPP)

- Fully featured EBPP service (Electronic Bill Presentment and Payment).
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features.

CSRPAY

- This service can be purchased as an optional addition to one of the above services.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Standard Offering - Detailed List of Features

Feature	Feature Description – EBPP and QuickPay
No Hardware or IT Costs	Use of Software as a service (SaaS) model and allow InfoSend to host City's billing portal to realize cost savings on Day 1.
Secure Communications and Infrastructure	Utilizing industry best 3 tier architecture and 128-bit SSL encryption for all web traffic for City and customers' protection.
PCI-DSS Certified	Level 1 PCI Certified platform (the strongest designation possible), taking your systems and personnel out of PCI scope.
Branded Portal	Vendor will add City's logo, colors and information for a "branded" look and feel.
Billing Cycle File Data Processing	InfoSend will process your billing cycle output to parse accounts and amounts due for customer access online.
Daily New Account and Account Balance Processing	Vendor will process a daily export of your account list and their balances (if biller system capable). This allows customers to pay as soon as possible and to present most recent balance at all times. No need to "wait" for next billing cycle to collect funds online from new customers.
One-Time Payments	Ability for customer to make one-time payment on their account with payment methods of your choice (ACH, CC).
Payment "tokenization"	Customer's sensitive payment information (card or routing numbers) will not be stored by City or Vendor. Vendor passes sensitive information to bank/processor and only stores a "token" in return, an extremely secure practice.
Payment Reporting and Transfer	Vendor standard delimited file for import into your billing system and transferred securely by desired method: secure FTP, secure portal download. Custom file format available for additional charges.
Archived Payment History	Archived payment history stored for your reference up to 18 months.
Customer Self-Enrollment	Customer ability to "enroll" for the online service
Username & Password	Customers pick a username and password to login and pay one or many accounts. Complete self-administration with "forgot username or pass" functionality.
Email Notifications	Ability for customer to receive system-generated emails for certain events: new bill, payment confirmation, payment failure (ACH return), and more.
Presentment of Bills	Vendor will process monthly output and present copies

Feature	Feature Description – EBPP and QuickPay
	of bills online for customers to view full detail.
"Push" eBill	Ability to "push" bill via email to customer.
Bill History	Customers will have access to 18 calendar months of bill history, starting from enrollment date forward.
Paperless Billing	Customer ability to choose paperless billing. Bills are excluded automatically from print file. Otherwise, paperless status reports are shared on a daily basis.
Customer Stored Payment Profiles	Ability for customer to store payment account on file for quick, three-click one-time payments or automatic payments.
Recurring Payments (AutoPay)	Ability for customer to self-enroll. Vendor to schedule automatic payments from chosen payment account each billing cycle for the amount due.
Payment Summary Report	Human readable summary report of accounts, pay methods and total amounts received by the online portal.
User "Subscription" Report	A daily, weekly or monthly report giving City full demographic data on your customers: email address, paperless preference and AutoPay setting.
ACH Return Report	Receive notification as soon as an ACH return is reported, allowing City to monitor potential delinquencies.
Full-Featured Customer Service Portal (CSR Portal)	CSR access to a full-featured portal for doing payment and billing research, as well as support customer configurations on their behalf: issue reset passwords, modify paperless and AutoPay preferences, resend eBills, add or remove payment profiles
Two-way, Secure Customer Service Communication Tool	Ability for customers to submit requests securely via the user portal to the CSR portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference.

COST SECTION

I. Project Cost: Data Processing, Printing, and Mailing for Utility Billing

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adhere to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$ 0.000	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$ 160.00	Per Hour

Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock. Vendor must be able to provide a micro-perforation on all 1-page statements and on the first page of each multiple page set. The additional pages of the multiple page sets must not have a perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$ 0.015	Per Sheet
Blank Outgoing Envelope Cost Double window #10 envelope with security tint. Double window #10 envelope with security tint (30% post consumer recycled). Eco-envelope or reusable.	\$ 0.015	Per Envelope
	\$ 0.020	Per Envelope
	\$ 0.039	Per Envelope
Blank Return Envelope Cost Single window #9 envelope with security tint. Single window #9 envelope with security tint (30% post consumer recycled).	\$ 0.014	Per Envelope
	\$ 0.017	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$ 0.160	Per Envelope

Service Fees		
Existing Format: Per Page Utility Bill and Delinquent Notice Service Fee (excluding materials) approx. 50,000 per month Includes file transmission, data processing, duplex black plus blue printing of variable data, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same service fee. Vendors must price this option out.	\$ 0.050	Per Page
Alternate Utility Bill and Delinquent Notice Format A: Same as Existing Format, Except:	\$ 0.058	Per Page

Duplex black plus two spot colors of AGENCY's choosing . Vendors can optionally quote this alternative format to give AGENCY the ability to highlight key data in colors other than black. The additional colors that will be used will be setup during implementation and stay constant until AGENCY requests a change. If you cannot provide this format type "Not Available" in the price area.		
Alternate Utility Bill and Delinquent Notice Format B: Same as Existing Format, Except: Duplex full color (CMYK) printing of variable data. Vendors can optionally quote this alternative format to give AGENCY the ability to create a fully dynamic bill design that can support multiple colors and the dynamic printing of logos and photos in full color. If you cannot provide this format type "Not Available" in the price area.	\$ 0.068	Per Page
Handwork Fee For householding when there are too many pages to be inserted by machine. For example if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	\$ Waived \$ 0.350 \$ 0.350	Per #10 Package Per Flat Envelope Per Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.010	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$ 0.350	Per Reported Change
Optional Archive Fee Images must be stored in PDF format for 24 months.	\$ 0.017	Per Archived PDF

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

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$ 0.000	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$ 160.00	Per Hour
Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock, no perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$ 0.015	Per Sheet
Business License #10 Custom Envelope Single Window Outgoing – Est Volume 875/month. These envelopes include City Logo on the upper left hand corner with a clear film. Single window #10 envelope with a clear film.	\$ 0.050	Per Envelope
Single window #10 envelope with a clear film (30% post consumer recycled).	\$ 0.060	Per Envelope
Eco-envelope or reusable.	\$ N/A	Per Envelope

Business License Alternate #10 Custom Envelope Single Window Outgoing – Est Volume 1,210/month “Business Tax Certificate Renewal Enclosed – Open Immediately” printed on front of #10 envelope. These envelopes include City Logo on the upper left hand corner with a clear film. Single window #10 envelope with clear film.	\$ 0.050	Per Envelope
Single window #10 envelope with a clear film (30% post consumer recycled).	\$ 0.060	Per Envelope
Eco-envelope or reusable.	\$ N/A	Per Envelope
Business License #9 Custom Courtesy Reply Envelope – Est Volume 1,210/month These envelopes include City Logo on the upper left hand corner with the City’s return address. #9 envelope (30% post consumer recycled).	\$ 0.045 \$ 0.055	Per Envelope Per Envelope
Flat Envelope Cost Applies only to multi-page forms that do not fit in the standard double window #10 envelope.	\$ 0.160	Per Envelope

Service Fees		
Business Tax Certificate – Est Volume 875/month Price includes black ink and blue simplex printing from Postscript file	\$ 0.110	Per Page
Business Tax Certificate Renewal Notices – Est Volume 860/month & Business Tax Certificate Delinquent Notices – Est Volume 225/month Price includes black ink duplex printing from a Postscript file. Mail pieces normally have 2 pages. Price is per page	\$ 0.110 \$ 0.110	Per Page Per Page
Business Tax Certificate Final Notices – Est Volume 125/month Price includes black ink simplex printing from a Postscript file	\$ 0.110	Per Page
Handwork Fee For householding when there are too many pages to be inserted by machine. For example if multiple forms are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can be inserted into a #10 envelope or flat 9x12” envelope.	\$ Waived \$ 0.350	Per #10 Package Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.010	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$ 0.350	Per Reported Change

III. Project Cost: Optional Electronic Bill Presentment and Payment

Provide a cost proposal for EBPP development, implementation, and ongoing maintenance. This section should be in table form, with costs for each task, each key area of focus, total project implementation cost, and ongoing post-production maintenance costs for EBPP. The matrix should include the name of the project team member and hourly rate for task. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support. **YOU MUST USE THE FOLLOWING MATRIX TABLE AND FILL IT OUT COMPLETELY. YOU MUST LIST YOUR VENDOR PAYMENT PROCESSING CHARGES AND PAYMENT PROCESSOR CHARGES SEPARATELY ON THE APPROPRIATE LINES.**

If the Cost Proposal includes hosting, these costs should be clearly stated and separate from development costs.

Also provide an estimate summary of the total cost for implementation and maintenance of the "future phases" section of the scope of work. Please use the following exact cost matrix for pricing out your EBPP bid:

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	\$ 1,000,000	One time cost
Option One: Price to Load all AGENCY bills into system and store for 24 months	\$ 0.014	Per eBill
Price charged per enrolled customer per month	\$ Waived	
Price charged to send bill to AGENCY customer via email	\$ Waived	
Price per payment initiated via the EBPP system	\$ 0.030	To Paymentus
Monthly Maintenance/Support Costs	\$ 100.00	
Programming charges per hour	\$ 160.00	
Other (explain in 3 rd column)	\$ TBD	If payments are initiated to a payment company other than Paymentus then a higher payment initiation fee may apply.
Other (explain in 3 rd column)	\$	
Other (explain in 3 rd column)	\$	

**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.

2. 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 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. 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.

4. 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).**

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. 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 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



CERTIFICATE OF LIABILITY INSURANCE

INFOS-1 OP ID: KO

 DATE (MM/DD/YYYY)
06/07/2016

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 Friedmann & Friedmann Inc Svcs CA License #0789373 3800 Westerly Place Suite 100 Newport Beach, CA 92660 Kevin K. O'Connor		CONTACT NAME: Kevin K. O'Connor PHONE (A/C No. Ext): 949-253-8000 FAX (A/C No.): 949-253-8009 E-MAIL ADDRESS: Kevino@friedfins.com	
INSURED INFOSEND, Inc. 4240 E. La Palma Ave Anaheim, CA 92807		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Axis Surplus Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20281 AA 26820 AA	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NAIC	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CLASS		INSUR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X	36031149	02/24/2015	02/24/2016	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 - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		73587120	02/18/2015	02/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	X	79898856	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐ Y ☒ N (If mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71749812	02/01/2015	02/01/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions		MCN000228031401	12/01/2014	12/01/2016	Limit \$ 5,000,000 Ded \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is hereby named as an additional insured with regards to General Liability. Waiver of subrogation applies to workers compensation.

CERTIFICATE HOLDER

OXNAR-2

 City of Oxnard
 214 South C Street
 Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-09)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **02/01/15** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **(18)7174-88-12** of the **FEDERAL INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)

issued to **INFOSEND INC**

Endorsement No. _____

Authorized Representative

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 the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule**Person or Organization****Job Description**

**BLANKET WAIVER - ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS WAIVER**

ALL CALIFORNIA OPERATIONS

WC 99 03 04 (Ed. 7-09)

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. — CANCELLATION — of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Permit And Organizations As Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease 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.
- We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE

is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Liability Insurance**Endorsement**

Policy Period FEBRUARY 24, 2015 TO FEBRUARY 24, 2016
Effective Date FEBRUARY 24, 2015
Policy Number 3603-11-49 NBO
Insured INFOSEND INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued FEBRUARY 4, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Agreement No. A-7828**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 12th day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Infosend, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on October 13, 2015, by City and Infosend, Inc.

City and Infosend, Inc. agree as follows:

1. In Section 3, the date "June 30, 2018" is deleted and replaced by the date "June 30, 2020".
2. At City's option, this agreement may be renewed for an additional period of twelve (12) months after June 30, 2020.
3. In Section 4, the amount set forth is increased from \$926,923 to \$1,523,923.
4. In Exhibit B Scope of Services, add under Printing:
 14. All document types will be produced on the Ricoh VC 60000 high-capacity inkjet printer (replacing production of notices produced on the Xerox laser printers)
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7828

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

Tim Flynn, Mayor

Date

Russ Rezai, Chief Operating Officer

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Elomeri
Eden Alomeri, Project Manager

6/6/18
Date

Phillip S. Molina
Phillip S. Molina, City Treasurer

6/6/18
Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD CREATING A ONE-TIME EXEMPTION FROM
RESOLUTION NO. 13,932'S REQUIREMENT TO NOT EXTEND
THE EXPIRATION DATE OF A TRADE SERVICES
AGREEMENT FOR MORE THAN THREE YEARS**

**THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY FINDS,
DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

WHEREAS, the City entered into Agreement No. A-7828 on October 13, 2015, with InfoSend, Inc. for utility bill and business tax form printing, inserting and mailing services; and

WHEREAS, the City is obligated under Resolution Number 13,932 to not extend contracts for trade services for more than three years; and

WHEREAS, the City Council now wishes to exempt City staff from the limitation that a trade services contract may only last three years for the purposes of obtaining an amendment to extend Agreement No. A-7828 with InfoSend, Inc. for up to three (3) additional years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The City Council now wishes to exempt City staff from Resolution Number 13,932's limitation that a trade services contract may only last three (3) years. This is a one-time exemption to permit extending Agreement No. A-7828.

Section 3: This Resolution shall take effect immediately upon its adoption.

Section 4: The City Clerk shall certify as to the adoption of this Resolution.

Resolution No. _____
Page 2

PASSED, APPROVED and ADOPTED this 12th day of June 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, (805) 385-7993

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager or designee to execute Ventura County Area Agency on Aging Grant Contract No. 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, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and
2. Approve a budget appropriation to recognize the Senior Nutrition grant award in the amount of \$103,550 and program donations in the amount of \$15,000 for the FY 2018-2019 Senior Nutrition Program.

BACKGROUND

On May 8, 2018 City Council adopted a resolution authorizing the Cultural and Community Services Director to submit an application for \$103,550 to Ventura County Area Agency on Aging (VCAAA) for Senior Nutrition Program grant funds for FY2018-2019.

Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA)

June 12, 2018

Page 2

The VCAAA has awarded grant funds in the amount of \$103,550 to the City of Oxnard Senior Nutrition Program for FY 2018-2019. The Senior Nutrition Program provides congregate and home-delivered meals to Oxnard area seniors, 60 years of age and older. The City's Senior Services division is expected to serve approximately 13,000 congregate meals and 22,600 home-delivered meals to home-bound seniors during FY 2018-2019.

The City's Senior Services division provides the administrative oversight and management of the Senior Nutrition Program, space to serve, prepare and distribute meals, along with volunteers to assist in the day-to-day operation of the Program. A match of 10% is required and met through facility use by preparing all meals at the Wilson Senior Center kitchen and serving meals at the Wilson and Palm Vista Senior Centers. The Program also collects an estimated \$15,000 in donations. These funds are placed back into the program and used to purchase food and supplies.

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. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

FINANCIAL IMPACT

The City will receive Senior Nutrition Program grant funding pursuant to Contract No. A-8086 to the Senior Nutrition Program Grant Agreement. Upon Council approval of a budget appropriation, grant revenues in the amount of \$103,550 (261-5503-805) and program donations in the amount of \$15,000 (261-5390-805) will be recognized. Of the \$103,550 total grant funding, \$43,447 in expenditures has been included in the proposed FY18-19 budget. The balance of \$60,103 in grant funding (261-5503-805) and program donations in the amount of \$15,000 (261-5390-805) will be appropriated to FY18-19 Senior Nutrition Program through June 30, 2019.

ATTACHMENTS:

Attachment A: Budget Appropriation_18-19

Attachment B: Oxnard SNP Contract FY1819

REQUEST FOR BUDGET APPROPRIATION - FY18-19

Department: Cultural & Community Ser

Date: June 12, 2018

Project/Program

Manager: Renee Rakestraw

Phone: 805-385-8022

Reason for Appropriation:

To recognize the FY18-19 Senior Nutrition grant from the Ventura County Area Agency on Aging and program donations as matching contributions.

Accounts and Descriptions

AMOUNT

Fund: FEDERAL TERM GRANTS FUND (261)

Revenues/Transfers In

Senior Nutrition FY 18-19 (Project 775366)

261-5503-581.75-33	MISCELLANEOUS REVENUES/FEDERAL PASS-THROUGH	103,550
261-5390-581.75-08	MISCELLANEOUS REVENUES/DONATIONS	<u>15,000</u>
	Sub-total Revenues	<u>118,550</u>

Expenditures/Transfers Out

Senior Nutrition FY 18-19 (Project 775366)

261-5503-805.80-01	PERSONNEL SERVICES / DIRECT LABOR-REGULAR	37,103
261-5503-805.80-02	PERSONNEL SERVICES / DIRECT LABOR-TEMPORARY	23,000
261-5390-805.80-02	PERSONNEL SERVICES / DIRECT LABOR-TEMPORARY	<u>15,000</u>
	Sub-total Expenditures	<u>75,103</u>
	Net Change to Fund Balance	<u>43,447</u>

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Ventura County Area Agency on Aging
Agreement and Assurances of Older Americans Act Grant Award for Services
 Senior Nutrition Program
CT# 3500FY19000000000005

ISSUED TO: City of Oxnard
 (Name of Contractor)

350 North "C" Street
 (Address)

Oxnard CA 93030
 (City) (State) (Zip Code)

=====

FOR VCAAA USE ONLY

The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract AP-1819-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	<u>FY 2018-2019</u>
Contract Number:	<u>3500FY19-05</u>
Funding Agency Name (State/Federal):	<u>Ventura County Area Agency on Aging (California Department of Aging/Administration on Aging)</u>
CFDA No.:	<u>93.045</u>
Program Name:	<u>Senior Nutrition</u>
State Fund Amount:	<u>\$0.00</u>
Federal Fund Amount	<u>\$35,750.00 C1</u>
	<u>\$67,800.00 C2</u>
TOTAL CONTRACT AMOUNT:	<u>\$103,550.00</u>
Match (10% required, cash or in kind):	<u>\$10,355.00</u>
Contract Amount plus Match:	<u>\$113,905.00</u>

**Ventura County Area Agency on Aging
Agreement and Assurances of Older Americans Act
Grant Award for Services**

This agreement is made and entered into on July 1, 2018, by and between the **County of Ventura**, which includes among its component parts the **Ventura County Area Agency on Aging** (hereinafter called Area Agency) and the **City of Oxnard** (hereinafter called Contractor) for services specific in **Exhibit A** attached hereto and incorporated herein by reference ("Service Requirements"). The total compensation to be paid to Contractor shall not, in any event, exceed **\$103,550.00** (the "Grant Amount").

Article I: Scope of Service and Performance Standards

Section 1

The performance of this contract is subject to the contingencies identified in **Exhibit C** attached hereto and incorporated herein by reference ("Contingencies"). Area Agency shall not be obligated to perform any obligation pursuant to this agreement unless and until each and every one of the Contingencies occurs to the satisfaction of the Area Agency. The Area Agency will notify Contractor, in writing, if and when Contractor has satisfied the Contingencies.

The provision of services under the terms of this contract by Contractor prior to receiving written notification of the satisfaction of Contingencies from the Area Agency is at Contractor's sole risk. Contractor understands and agrees that unless agreed otherwise in writing by VCAAA, Contractor will abide by the terms of its grant application and by the terms of the VCAAA Contractors' Manual.

Section 2

Contractor shall provide, in a satisfactory and proper manner as determined by the Area Agency's representative, the necessary personnel, equipment and materials required to carry out the services and/or activities and/or construction or acquisition as detailed in the grant application incorporated herein by reference and specifications attached as **Exhibit B** and incorporated herein. Contractor agrees to provide the services and/or activities and/or construction or acquisition in accordance with all applicable local, state, and federal designation and program standards, regulations and laws.

Contractor shall provide services provided for in this agreement in accordance with, and to comply with all terms of, the contract (AP-1819-18, HI-1819-18 or TV-1819-18, as applicable) between the California Department of Aging (CDA) and the Area Agency ("the CDA Contract"), and will require any subcontractors to administer their subcontracts in accordance with this agreement and the CDA Contract, and with all applicable local, state, and federal laws and regulations including, but not limited to: those regarding discrimination, wages, and hours of employment; occupational safety; and, to fire, safety, health and sanitation regulations, directives, guidelines and/or manuals related to this agreement and resolve all issues using good administrative practices and sound

judgment. A copy of the CDA Contract is on file with the Area Agency and is available upon request.

Section 3

If performance under this contract for any quarter falls below 90 percent of the contracted level of units of service, or exceeds the contracted level by more than 15 percent for the quarter, or fails to meet the quality performance standards specified in this agreement, the service provider shall be requested by the Area Agency to submit a corrective action plan for approval by the Area Agency. The plan shall specify the specific actions to be taken to correct the problem and a timetable for each action.

If the corrective action plan is not submitted within 10 calendar days of receiving the request, or if it is not implemented in accordance with the approved corrective action plan, appropriate sanctions may be imposed, as described in the Area Agency's sanction policy which is incorporated herein by reference. Failure to implement the approved corrective action plan may result in termination of the contract.

At its sole discretion, the Area Agency may waive the requirement of a corrective action plan if exceptional circumstances account for performance below the contracted level. Exceptional circumstances are those circumstances which are beyond the service provider's control, such as natural disasters, inflationary increases beyond anticipated levels, and/or shortages of materials or supplies due to labor disputes or other reasons.

The Area Agency may request corrective action or impose sanctions at any time it is deemed necessary to uphold Area Agency, state, and federal policies and regulations.

All services provided pursuant to this agreement must be fully implemented and operational within 120 days of commencement of this agreement if this is a one-year grant, or upon the effective date of this contract if this is a one-time-only grant contract.

Section 4

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

The Contractor agrees that during the terms of this agreement that they are of sound financial status. Any Contractor that is a private corporation, Joint Powers Agreement (JPA) or private nonprofit must be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Failure to maintain good standing shall result in suspension or termination of this Agreement with the Area Agency on Aging until satisfactory status is restored.

Section 5

Under the terms of this contract, the following definitions apply:

CCR means California Code of Regulations.

CFR means Code of Federal Regulations.

Child means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]

Contractor means the legal entity that receives funds from the Area Agency on Aging to provide direct services identified in and in accordance with this Agreement and determines who is eligible to receive the services. This term may be used interchangeably with Subrecipient and Grantee.

Eligible Service Population for Title III B and D means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- **Congregate Meals** – Individuals eligible to receive meals at a congregate site are as follows:
 - a) Any older individual.
 - b) The spouse of any older individual.
 - c) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - e) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- **Home-Delivered Meals** – Individuals eligible to receive a home-delivered meal are individuals who are:
 - a) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - b) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

- c) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

Eligible Service Population for Title III E means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

Older relative caregiver means a caregiver who is:

- a. Is age 55 or older; and
- b. Lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
- c. In the case of a caregiver for a child:
 - 1. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - 2. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - 3. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

Health Insurance Counseling and Advocacy Program (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with a disability means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

Matching Contributions (called **Recipient Local Share** for Title V: [OAA § 502(c)(2)] [20 CFR 641.809]) means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources. Matching Contributions qualify as match for the Contract funding. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements. Any matching contributions, or

Recipient Local Share, (cash or in-kind) must be reported monthly and be verifiable from the records of the Contractor or a subcontractor. Matching contributions, or Recipient Local Share, must be used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].

Non-Matching Contributions means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

OAA means Older American Act.

OMB means the federal Office of Management and Budget.

One-Time-Only Funds means:

- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]

Priority Services for Title III B means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

Priority Services for Title III E means services provided to:

- a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
- b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
- c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

Program Income means revenue generated by the Contractor or subcontractor from contract-supported activities and may include:

- a. Voluntary contributions received from a participant or responsible party as a result of services.
- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- c. Royalties received on patents and copyrights from contract-supported activities.
- d. Proceeds from sale of items purchased under a contract agreement.

Program Requirements means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

State Health Insurance Assistance Program (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

Title III D (Disease Prevention and Health Promotion Program) means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn

techniques and strategies to delay and/or manage chronic health conditions and include activities that improve; nutrition, physical fitness, fall prevention, and emotional well-being.

Title III E Family Caregiver Support Program (FCSP) Categories are:

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services [OAA 373(b)(1)(2)(3)(4)(5)]

USC means United States Code.

Vendor means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

Article II: Period of Performance

Except as otherwise provided, the term of this agreement shall commence on July 1, 2018, and terminate on June 30, 2019.

Article III: Program Budget and Payment Schedule

Section 1

The reimbursed compensation of the Grant Amount shall be paid in monthly increments upon receipt of a monthly request for advance of funds submitted by Contractor to the Area Agency and on the basis of an evaluation of Contractor's cash requirements, cash-on-hand as documented on the request form, and the Area Agency's approval of performance to-date.

No expenditure shall be made or obligation incurred in excess of the Grant Amount, this agreement, or not in accordance with the Authorized Total Budget, as defined herein. The total budget authorized by the Area Agency shall be provided with the written notification of satisfaction of contingencies ("Authorized Total Budget"). Any expenditure of funds that is not in compliance with the Authorized Total Budget or this agreement, or not within the costs set forth in the Authorized Total Budget, or in accordance with applicable federal and state rules and regulations, shall not be chargeable to the Area Agency. Any unauthorized expenditures shall be borne by Contractor. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by the Area Agency by the 21st of each month. The report shall include all costs and funding sources for the month prior.

During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.

Any reimbursement for authorized travel and per diem under the terms of this agreement shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' (CalHR) rules and regulations:

(<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

In State:

- Mileage – <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) – <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>,
- Lodging – <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the Area Agency on Aging, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Area Agency on Aging. (CCR, Title 2 Section 599.615 et seq.)

Section 2

All payments shall be made in accordance with the provisions of this agreement and the Authorized Total Budget. The funds to be paid by the Area Agency to Contractor are solely federal and state funds and shall be spent in accordance with the Authorized Total Budget. Contractor must obtain prior approval in writing from Area Agency's representative for any budget modifications.

Section 3

The Area Agency may, at its discretion, reallocate to other projects that portion of Contractor's Older Americans Act award which (during the mid-year or other budget review) is projected to become unexpended grant funds.

Section 4

Contractor shall maintain accounting records (including payroll records, bills, invoices and receipts) for all funds received pursuant to this agreement separate from any other funds administered by Contractor. This shall include project income and all matching funds indicated in the grant application. Contractor shall expend the same solely for the purpose of the project, and shall refund to the Area Agency any unencumbered amounts upon termination or completion of the subject project. Contractor shall also account for all other non-cash items reflected in the budget of the grant application.

Section 5

In the event Contractor receives payment for a service to which reimbursement is disallowed by the Area Agency or to the Area Agency by the California Department of

Aging or the Federal Administration on Aging, Contractor shall promptly refund the disallowed amount to the Area Agency on request.

Section 6

Funds made available under this Agreement shall supplement, and not supplant, any Federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), or Title VII Programs. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.), or other caregiver services such as those provided through Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

Section 7

Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor and must be allowable as outlined in the Code of Federal Regulations [2 CFR 200] and [2CFR 2900] and may be cash or in-kind contributions.

Section 8

The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)]

Section 9

Matching Requirements

1. The required minimum administration matching contributions for Title III-B, not including Ombudsman, III-C, & III-E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III-B, not including Ombudsman, and III-C is ten percent (10%).
3. The required minimum program matching contributions for Title III-E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III-B or III-C cannot be used to meet the program match requirement for III-E.
8. Expend not more than ten percent (10%) of the total Title III-E federal and matching non-federal share to provide support services to grandparents and older

individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).

9. Limit expenditures for Title III-E Supplemental Services to twenty percent (20%) of the total Title III-E federal and matching non-federal share.

Article IV: Reporting and Evaluation

Section 1

Contractor shall submit status reports to the Area Agency on a monthly basis in a form to be determined by the Area Agency. All program reports are due on or before the tenth of each month following the month being reported and shall contain the information requested by the Area Agency.

Section 2

Area Agency may, at its discretion, conduct periodic evaluations or audits of the Program. Contractor shall cooperate with the Area Agency in evaluations of the Program as scheduled by the Area Agency. Contractor will collect and make available all pertinent project information as needed and/or requested, and participate in any project site visits made by the Area Agency. No request for payment of funds shall be approved by the Area Agency's representative until such reports have been timely filed.

Article V: Information Integrity and Security

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, § 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information Assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any participant. This provision shall remain in force even after termination of the contract.
3. "Personal identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as fingerprint, voiceprint or a photograph.
4. Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any other purpose than carrying out Contractor's obligations under this agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Contractor, and its Subcontractors/Vendors, will not, except as otherwise specifically authorized or required by this agreement or court order, disclose any identifying information obtained under the terms of this agreement to anyone other than the Area Agency and/or the California Department of Aging without prior written authorization from the Area Agency and/or the California Department of Aging. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. Contractor, and its Subcontractors/Vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall Contractor accept such from any participant. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

Security Awareness Training Requirement

The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Default

.aspx within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to VCAAA upon request.

Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at [https://www.aging.ca.gov/ProgramsProviders/Information Security and Privacy/Default.aspx](https://www.aging.ca.gov/ProgramsProviders/Information%20Security%20and%20Privacy/Default.aspx)

Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

Electronic Backups

The Contractor and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

Article VI: State Licensure Requirements

Contractor represents or warrants that it possesses or will possess all necessary licenses, permits, notices and certificates required to provide the services which are the subject of this agreement prior to the commencement date of the agreement.

Article VII: Contributions for Social Services

Contractor shall provide older persons receiving services the opportunity to contribute to all or part of the costs of the social services provided. Contractor will consult with the project consumer participation body regarding proposed contributions. Each individual recipient will determine what he or she is able to contribute toward the cost of the social service. No older person will be denied a social service because of his or her failure to contribute.

Means tests shall not be used by any Contractor for any Title III or Title VII services, nor shall services be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution

a. Each service provider will:

- i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
- ii. Establish appropriate procedures to safeguard and account for all contributions.
- iii. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

In the event that Contractor generates program income from a program funded by this agreement, this income must be reported and expended under the same terms and conditions as the program funds from which it is generated. Program income must be used to expand baseline services and be used to pay for current allowable costs of the program in the same fiscal year that the income was earned. For programs funded by Title III B, Title III C, Title III D, Title III E, Title VII Ombudsman and Title VII-A Elder Abuse Prevention programs, program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)] and may reduce the total amount of contract funds payable to Contractor. Program income may not be used to meet the matching requirements of this contract.

Article VIII: Nondiscrimination

Contractor shall comply with all federal and state statutes relating to nondiscrimination, including those contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. These include, but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et. seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); (b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (c) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap; (e) the Age Discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol

abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR § 98323), Title VII of the Civil Rights Act of 1968 (42 USC §§ 43601 et seq.) as amended, relating to nondiscrimination in the sale, rental or refinancing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC §§ 12101 et seq.)

Inquiries and Complaints Regarding National Origin

Contractor must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the designated individual shall be provided to the VCAA Grants Administrator. Complaints relating to national origin discrimination shall be handled by the Contractor. If the complaint is not resolved, the complainant shall be provided to the VCAA Grants Administrator. The Contractor shall notify VCAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Limited English-Speaking Participants

Contractor agrees to provide the Ventura County Area Agency on Aging with the following information regarding program participants: number or proportion of limited English-speaking (LEP) persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq. Contractor shall take reasonable steps, based upon the group-needs assessment

identified above, to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]

Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR 11162]

“Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs.

Article IX: Training

Contractor agrees to participate in staff training and development programs provided by the Area Agency, California Department of Aging, Administration on Aging, or any of their agents. Contractor shall make budget provisions to pay for the travel, per diem, and tuition costs of such efforts as required or necessary.

Article X: Lobbying Certification

Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an officer or employee of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions. The form is available upon request from the Area Agency.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article XI: Subcontracts and Assignments

In the event any subcontractor or assignment is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all of the terms of this agreement, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data, for handling property in accordance with Article XVIII of this agreement, and the responsibility for ensuring the availability and retention of records of subcontractors and assignments in accordance hereto.

No subcontract or assignment utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in Article II hereto. Any subcontracts to provide program services under this agreement shall be approved in writing by an Area Agency designated representative and shall have no force or effect until so approved and will be subject to the provision of this agreement. Purchase of items such as standard commercial supplies, office space, or printing services do not require a subcontract and do not require prior Area Agency approval. A copy of any executed subcontract or assignment must be forwarded to the Area Agency within thirty (30) days after the beginning of the subcontract or assignment. Contractor will be responsible for monitoring the insurance requirements of its subcontractors in accordance with Article XVI of this contract.

Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that Area Agency determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by Area Agency and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

Article XII: Recordkeeping

Contractor shall maintain complete records (which shall include, but not be limited to: accounting records; contracts; agreements; reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers; a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation; letters of agreement; insurance documentation in accordance with this contract; Memorandums and/or letters of understanding; patient or client records; and, electronic files) of its activities and expenditures hereunder in a form satisfactory to the Area Agency and the California Department of Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services.

The financial records of Contractor as they pertain to this grant are subject to audit by the Area Agency. Contractor shall allow the California Department of Aging, the Comptroller General of the United States, or duly authorized representatives of any of those entities, to inspect Contractor books and records at any time during the grant period, and for a minimum period of four (4) years after the expiration of the grant. Contractor shall maintain responsibility for such records, both during the grant period and for a minimum four (4) year period following the last transaction related to the grant. Records for non-expendable property must be retained for a minimum of four (4) years subsequent to the final disposition of this property. All original source documents must be retained until an audit resolution is completed or four (4) years from the end of the fiscal year/grant cycle, for which the document is prepared. The VCAAA recommends that Grantee/Contractor contact the VCAAA grants manager before disposing of any records.

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered, Contractor is responsible for making any necessary reparation to the Area Agency. If an audit is commenced or discovers any unallowable expenditures or irregularities, the records must be kept by Contractor as long as necessary until the issue is satisfactorily resolved. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Article XIII: Unexpended Funds

Contractor understands and agrees that there is no provision for carryover of unexpended grant funds at the end of the contract period. Unexpended grant funds will be returned to the Area Agency.

Article XIV: Audit and Closeout Requirements

Section 1

Contractor shall provide to Area Agency a copy of any audit performed of Contractor within thirty (30) days of its completion.

Section 2

Within thirty (30) days after the close of the project period or when requested by the Area Agency (whichever comes earlier), Contractor shall provide the Area Agency with an ending Closeout Financial Report signed by Contractor's representative. The Area Agency shall provide Contractor the form on which to complete the Closeout Financial Report, and the Closeout Financial Report shall contain all the information required by the Area Agency.

Section 3

A specific grant-funded program audit will be performed and shall be provided to the Area Agency within ninety (90) days after the close of any contract when requested by the Area Agency. The auditors shall comply with all applicable audit requirements.

Contractors expending less than \$750,000 in total federal funds are exempt from federal audit requirements, but their records must be available for review. Area Agency reserves the right to determine whether Contractor expended the funds provided under this agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of Contractor (financial statements including working papers and accounting records) or through other means (e.g., monitoring reviews) if Contractor has not been audited. Accounting records must contain receipts and/or other documentation enumerated in Article III Section 4 of this contract, to support all claims.

Contractors that expend \$750,000 or more in Federal Awards (not necessarily from the Area Agency) shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98 502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521; and 45 CFR 75.501 to 75.521. Contractor shall permit independent auditors to have access to the records and financial statements as necessary for Contractor to comply with OMB Circular A-133.

For purposes of reporting, the Contractor shall ensure that Federal-Funded expenditures are displayed discretely in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number along with the related State-Funded expenditures. The Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the Area Agency on Aging.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III-B/VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III-D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal

awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Nonprofit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

Any money obligated under the grant (even if in the possession of Contractor) but not needed to meet incurred obligations will be returned with the Closeout Financial Report to the Area Agency.

The California Department of Aging shall have access to all audit reports of Contractor and has the option to perform audits and/or additional work, as needed.

It is understood that the costs of audits requested by the Area Agency shall be at the expense of Contractor. Unless prohibited by law, the cost of audits made in accordance with the provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principal circulars. Contractor may not charge to Federal Awards the cost of any audits under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.

Contractor will ensure that appropriate corrective action has been taken to correct instances of non-compliance with federal laws and regulations. Corrective action shall be taken within six months after the Area Agency receives Contractor’s audit report.

Article XV: Indemnity

1. All activities and/or work covered by this Agreement shall be at the risk of Contractor alone. Contractor agrees to defend (at Area Agency’s request), indemnify, and hold harmless the Area Agency and the County of Ventura, including all of its boards, districts, agencies, departments, officers, employees, agents and volunteers, against any and all claims and losses, lawsuits, judgments, debts, demands and liability, injuries or death of persons and/or damages to property arising directly or indirectly out of the obligations herein described or undertaken, or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of the Area Agency and the County of Ventura.

Contractor further agrees to indemnify, defend, and hold harmless the Area Agency, the County of Ventura and the California Department of Aging, their officers, agents, and employees from any and all liability, claims and losses, damages or expenses, including reasonable attorney fees arising from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses

arising from Agency's sole negligence or willful acts accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this agreement.

2. Contamination and Pollution. Contractor, solely at its own cost and expense, will provide cleanup of any premises, property, or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contamination or polluting activities of Contractor will be borne entirely by Contractor. Any Contractor receiving more than \$100,000 in funding shall comply with all orders or requirements issued under the following laws: Clean Air Act, as amended (42 USC 1857); Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738), State Contract Act [Cal. Pub. Con. Code §10295 et seq.], and Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010].
3. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, duties, and obligations, and in the exercise of the rights granted under this Agreement shall act in an independent capacity and not as officers or employees or agents of the Area Agency, the County of Ventura or the State of California.
4. If, in the performance of this Agreement, Contractor chooses to associate, subcontract with, or employ any third person in carrying out its responsibilities under this Agreement, any such third person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of association, subcontract or employment or requirements of law, shall be determined by Contractor, and the Area Agency shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither Contractor nor any such person shall have any claim under this Agreement or otherwise against the Area Agency for sick leave, vacation pay, retirement benefits, social security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
5. The Contractor, and its Subcontractor/Vendors, shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
6. Contractor is an independent contractor and shall hold the Area Agency and the County of Ventura harmless from any and all claims that may be made against the Area Agency or the County of Ventura based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. The Area Agency is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement. Contractor shall be solely responsible for self-

employment social security taxes, income taxes and any other taxes levied against it. Contractor does not assign such obligation to the Area Agency for collection or administration except as may be required by federal and state statutes.

Contractor further agrees to hold the Area Agency harmless from, and to compensate the Area Agency for, any claims against the Area Agency for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this Agreement.

Article XVI: Insurance

The County of Ventura requires that all contractors (grantees) indemnify and defend the County for liability incurred as a result of actions associated with the proposed project, and carry insurance as required for the proposed contract. Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement, adequate liability insurance to cover all activities of Grantee necessary to fulfill Grantee's obligations under this Agreement. It is understood and agreed that the Area Agency reserves the right to determine the type and extent of insurance that may be required.

1. Prior to commencement of any contract, contractor shall provide the VCAAA proof of the following insurance:
 - (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
 - (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - (d) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all contractors.
2. All insurance required shall be primary coverage in respect to the Area Agency and the County of Ventura, and any insurance or self-insurance maintained by the Area Agency and the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.

3. The County of Ventura and the Ventura County Area Agency on Aging are to be named as Additional Insured with respect to work done by Contractor under the terms of this Agreement on all policies required (except Workers' Compensation).
4. Contractor agrees to waive all rights of subrogation against the County of Ventura and the Ventura County Area Agency on Aging for losses arising directly or indirectly from the activities and/or work performed by Contractor under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).
5. The Area Agency is to be notified immediately if any aggregate insurance limit is not met. Additional coverage must be purchased to meet requirements.
6. Policies will not be canceled, non-renewed, or reduced in scope of coverage at any time that said policies are required by this agreement until after 30 days' written notice has been given to the Area Agency and approved in writing by the Area Agency. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.
7. Contractor agrees to provide the Area Agency with the following insurance documents on or before the effective date of this contract:
 - (a) Certificates of Insurance for all required coverages. The Area Agency shall be named the certificate holder and the address must be listed on the certificate.
 - (b) Additional Insured endorsements naming the Area Agency and the County of Ventura and authorized with a signature by the insurance carrier.
 - (c) Waiver of Subrogation endorsement (aka: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
8. If Contractor fails to maintain insurance as required, Area Agency shall have the right, but not the duty, to purchase any such required insurance on Contractor's behalf (a) utilizing grant funds and/or (b) with Contractor obligated to reimburse Area Agency promptly for all such costs not paid by Area Agency directly out of grant funds. Failure to maintain adequate insurance and/or bonds pursuant to Article XVI(a) hereof shall constitute a material breach for which the Area Agency may terminate this Agreement effectively by giving written notice to Contractor, or as other indicated in said notice. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor from liability in excess of such coverage, nor shall it preclude Area Agency from taking such other actions as are available to it under any other provisions of this Agreement or otherwise by law.
9. If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of this agreement OR Contractor must purchase an extended reporting period endorsement (tail coverage). The Area Agency may withhold final payments due until satisfactory evidence of the tail coverage is provided by Contractor to the Area Agency.

Article XVII: Grant Modifications

Any revision, waiver, or modification of this agreement must be approved in writing by the Area Agency by amendment to this agreement. Only a grant modification that changes a single approved budget line item that is less than 10 percent may be made without prior written approval by the Area Agency.

Article XVIII: Equipment and Property (per State Contract Manual – Section 3.17.2)

1. Unless otherwise provided for in this Article, property refers to all assets, capitalized or non-capitalized, used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
2. Equipment and Property with a per unit cost of \$500 or more, requires justification and prior approval from Area Agency before it may be purchased with grant funds. The service provider must submit a detailed listing of proposed equipment purchases in the Annual Program Budget.
3. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - (a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - (b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - (c) All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
4. Non-capitalized property includes those items which do not meet all three requirements in this Article, Section B above.
5. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2(b) above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
6. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

7. The Contractor shall utilize procurement procedures as follows:
 - a. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - b. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).
8. Any equipment purchased under Older Americans Act programs will be subject to review over the life of the equipment and, if not used, underused or misused, may be claimed by the Area Agency.
9. The State shall retain title to all equipment purchased wholly or in part with federal and state funds and described as "Equipment" in the budget set forth in the grant application incorporated herein by reference to the extent permitted under federal and state regulations.
10. Contractor is required to keep records of the following information when property is purchased with Grant funds. This information should include the date acquired, property description (including model number), property identification number, serial number, rate of depreciation (or depreciation schedule) if applicable, and cost. This information is to be provided to the Area Agency.

CDA tag number or other tag shall identify property purchased with Grant funds as State of California property. The asset tag shall be affixed to equipment/ property with per unit cost of \$500 or more.

Contractor shall keep track of all property purchased with Grant funds from this Agreement, whether capitalized or not. Contractor shall submit to the Area Agency annually, with the Closeout Financial Report, a current inventory of property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

The Contractor shall record, at minimum, the following information when property is acquired:

- (a) Date acquired.
- (b) Item description (include model number).
- (c) CDA tag number.
- (d) Serial number (if applicable).
- (e) Purchase cost or other basis of valuation.
- (f) Fund source.

Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify VCAAA.

11. Prior to the disposal of any non-expendable property purchased with grant funds, Contractor must obtain permission from the Area Agency regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the Area Agency.
12. Contractor shall inform Area Agency within three days in the event of the loss, destruction, or theft of grant-purchased non-expendable property.
13. Contractor shall exercise due care in the use, maintenance, protection and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from the Area Agency regarding final disposition of the property.
14. Contractor shall use the property for the purpose for which it was intended under this agreement. When no longer needed for that use, Contractor shall use it if needed, and with written approval of the Area Agency, for other purposes in this order:
 - (a) For another California Department of Aging program providing the same or similar service; or,
 - (b) For another California Department of Aging funded program; or,
 - (c) For another state or federally funded program.

Contractor shall not use equipment or supplies acquired under this agreement with federal and/or state monies for personal gain or to usurp the competitive advantage of a privately owned business entity.

Article XIX: Planning Efforts

Contractor shall cooperate fully with the Area Agency in any efforts toward developing a comprehensive and coordinated system of services for the elderly. Contractor shall participate in joint planning efforts and service which may include the shared use of grant-funded equipment, service coordination, and other activities as may be determined by the Area Agency to attain this goal.

Article XX: Personnel

Contractor shall maintain adequate staffing levels to perform at the contracted level as stipulated in the grant application submitted to the Area Agency. Contractor shall actively seek qualified older persons for paid positions on the project and make provisions for volunteer opportunities for older persons.

Article XXI: Debarment, Suspension, and other Responsibility Matters

Contractor certifies to the best of its knowledge and belief, that it or its agents:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and,
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall report immediately to the Area Agency in writing any incidents of alleged fraud or abuse. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Area Agency on Aging.

Article XXII: Living Wage Ordinance

This contract is subject to the County of Ventura Living Wage Ordinance ("Ordinance"). The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952 (f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years. 501 (c)(3) nonprofit organizations are exempt from the Ordinance.

Article XXIII: Termination of Grant

Section 1

Older Americans Act funds awarded under this grant may be terminated by the Area Agency at any time for non-compliance with any of the terms and conditions of this grant provided that at least thirty (30) days' written notice is given to Contractor.

Section 2

The Contractor (applies to all grants except for the Ombudsman) may terminate this grant at any time, for reasons of its own choosing, provided that at least one hundred and twenty (120) days written notice is given to the Area Agency. The Ombudsman Contractor shall carry out the federal and state mandates and responsibilities without any break in the provision of ombudsman services. Contractor shall promptly notify the

Area Agency of any intention to terminate responsibility for ombudsman services. Except as provided elsewhere in this agreement, Contractor shall continue the program without any break in service until another contractor can take over responsibility for operation of the program.

Section 3

Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for providing the specified grant funded services.

Section 4

This contract may be terminated on twenty-four (24) hours' notice in the event the allocation to the Area Agency of Older Americans Act and/or state funds are reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against the Area Agency for damages arising from the reduction, suspension, or termination of the federal and/or state funds provided to the Area Agency, under which this agreement is made, or to the portion thereof delegated by this agreement.

Section 5

In the event that Contractor dissolves or terminates this contract, Contractor shall provide a final property inventory to the Area Agency. The Area Agency and the California Department of Aging reserve the right to require Contractor to transfer such property to another agency, the Area Agency, or the California Department of Aging.

To exercise the above right, no later than 120 days after the termination of the Agreement or notification of Contractor's dissolution, the Area Agency will issue specific written disposition instructions to Contractor.

Article XXIV: Access

Contractor shall provide access to the federal or state agency, Bureau of State Audits, the Controller General of the United States and the Area Agency, or any of their duly authorized federal or state representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

Article XXV: Monitoring

1. Authorized State representatives and Area Agency representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to: audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.

2. Contractor shall cooperate with the State and the Area Agency in the monitoring, assessment and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

Article XXVI: Grievance

Section 1

Contractor is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals [California Code of Regulations Section 7400(a)(2)]. At a minimum the process shall all of the following:

- (a) Time frames within which a complaint will be acted upon.
- (b) Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Area Agency if dissatisfied with the results of the Contractors review.
- (c) Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

Section 2

Contractor is required to notify all older individuals of the grievance process through their organization as well as the Area Agency. Contractor may notify older individuals by the following methods:

- (a) Posting notification of the process in visible and accessible areas, such as the bulletin boards in senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. The term "substantial number" and "significant number" shall be determined by the Area Agency.
- (b) Advising homebound older individuals of the process either orally or in writing upon the service providers' contact with the individuals.

Section 3

Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Contractor to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 USC 3026(a) (6) (P) and 3027 (a) (43).

Article XXVII: Contract for Responsibility and Notification

Section 1

The Director of the Ventura County Area Agency on Aging, or designee, shall be the Area Agency's representative for purposes of administering this agreement. The Program Manager/Director shall represent Contractor. *If the Contractor's representative changes, Contractor agrees to immediately notify the VCAAA's Grants Administrator.*

Section 2

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

AREA AGENCY:

Ventura County Area Agency on Aging
L#4450
646 County Square Drive, Suite 100,
Ventura, CA 93003-9086

CONTRACTOR:

At address shown on Page 1 of this Agreement.

IN WITNESS THEREOF, the Area Agency and Contractor have executed this Agreement as of the date first written above.

**COUNTY OF VENTURA
Area Agency on Aging**

By: _____

Authorized Purchasing Agent
GSA Procurement, County of Ventura

Date

CONTRACTOR

By: _____

(Signature over Printed Name of
Authorized Signatory)

(Title of Authorized Signatory)

Date

EXHIBIT A**SCOPE OF WORK, SERVICES AND REPORTING REQUIREMENTS – FY 2018-19**

CONTRACTOR: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

Contractor agrees to provide and report the grant-funded services that are described below.

Provide Congregate and Home-Delivered meals to seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. Seniors participating in the meal program will be given the opportunity to make a donation.

SERVICE CATEGORIES:

A Congregate meal is defined as meeting the USDA's Dietary Guidelines for Americans (DGA) as determined by the VCAAA Registered Dietitian and served in a social setting. A Home-Delivered meal is delivered to a homebound senior whom is assessed quarterly for eligibility.

SERVICE AND REPORTING REQUIREMENTS:

Service Category	Number of Service Units to be Provided July 1, 2018 – June 30, 2019	Funding (%)
Congregate Meals (Title III C1)	13,000	35%*
Home-Delivered Meals (Title III C2)	22,600	65%**
Totals	35,600	100%

*The \$35,750 in C1 funding is calculated based on the Senior Nutrition Program Congregate funding at \$2.75 per meal (13,000 x \$2.75 = \$35,750).

**The \$67,800 in C2 funding is calculated based on the Senior Nutrition Program Home-Delivered Meals funding at \$3 per meal (22,600 x \$3 = \$67,800).

NOTE: Service requirements are contingent upon funding and are subject to change accordingly. Reference California Department on Aging Contract #AP-1819-18.

EXHIBIT B**ADDITIONAL TERMS – FY 2018-19**

CONTRACTOR: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

Service of congregate and home-delivered meals in the City of Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach, and surrounding areas in accordance with all local, state and federal laws.

ADDITIONAL ASSURANCES REQUIRED OF ALL TITLE III C CONTRACTORS**General Definitions Applying to Title III C Contractors**

“Title III C-1 (Congregate Nutrition Services)” means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a) Be open to the public. [45 CFR 1321.53(b)(3)]
- b) Not means test. [OAA § 315(b)(3)]
- c) Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d) Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)]

“Title III C-2 (Home-Delivered Nutrition Services)” means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22. CCR 7135, 22 CCR 7638.7(c)]

Eligibility of Volunteers for Senior Nutrition Services

Volunteers may be offered a meal if doing so will not deprive a participant of a meal. Contractor shall comply with the most current Ventura County Area Agency on Aging (VCAAA) Contractor’s handbook for providing and accounting for meals provided to Senior Nutrition Program volunteers. The Contractor shall report to the VCAAA volunteer meals on their monthly rosters and meal counts entered into AssureCare/Q. In all cases of eligibility, priority shall be given to individuals aged 60 and older and Native Americans aged 45 and older.

Voluntary Meal Contributions

Contractor shall comply with the Senior Nutrition Program Handbook and the VCAAA Contractor’s Manual in determining a suggested monetary contribution for meals. When developing the

suggested contribution amount, Contractor shall take into account the income ranges of the older individuals in their community as well as other sources of program income. The suggested contribution cannot exceed the actual cost of the meal. A sign shall be posted at the congregate meal site that states the suggested contribution amount and the required fee for non-seniors. Contractor shall ensure that an eligible participant who receives a meal shall be given the opportunity to contribute toward the cost of the meal; however, no eligible individual can be denied a meal due to failure to contribute. Furthermore, Contractor shall ensure that the amount of each individual's contribution is kept confidential. Contractor shall track paid meals on the monthly roster and report them monthly in AssureCare/Q. VCAAA will invoice Contractor quarterly for non-senior paid meals.

All contributions and fees are to be identified as "program income." The Contractor shall develop written procedures and implement accounting measures to accurately collect and protect meal contributions on a daily basis. The written policy shall include measures to counter any loss, mishandling and/or theft of funds.

Administrative Responsibilities

Senior Nutrition Program Contractors shall adhere to monthly, quarterly and annual reporting requirements as determined by the VCAAA. Administrative reporting requirements include, but are not limited to, the timely and accurate reporting of monthly meal counts and Requests for Funds (RFF), quarterly Home-Delivered Meals Assessments, and the weekly ordering of food.

Staff Qualifications

- Site Coordinator – Each Senior Nutrition Program Contractor shall employ a Site Coordinator that is responsible for the day to day administration and operations at their site. The Site Coordinator shall have one of the following qualifications:
 - a) An Associate Degree in Institutional Food Service or closely related field, and two years' experience as a food service supervisor; or
 - b) Demonstrable experience in food service and, within twelve months of hire, successfully complete twenty (20) hours of college level coursework in food service management, business administration and/or personnel; or
 - c) Two years' experience in food service management as verified by a Registered Dietitian prior to hire.
- Program Staff – Each Senior Nutrition Program Contractor shall ensure there are sufficient numbers of paid staff and/or volunteers to carry out program requirements. The total number of qualified staff shall be determined by the scope and level of services provided.

Staff and Volunteer Training Requirements

All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Contractor shall have a written grievance policy posted for staff that ensures an equitable process for handling staff complaints.

Training by VCAAA Registered Dietitian (RD) shall include, at a minimum, food safety (ServSafe) and prevention of foodborne illness. All new Site Coordinators must be ServSafe trained. The RD will provide a yearly written plan for staff training that shall be maintained at each Senior Nutrition Program site. A minimum of four hours per year of approved staff training shall be provided for paid and non-paid food service staff at each Senior Nutrition Program site by the RD. Training sessions shall be conducted quarterly, documented with attendance records and evaluated by those receiving the training. All training records shall be submitted to VCAAA quarterly.

Safety

Contractor is responsible for contracting with local fire safety departments to provide accident prevention, fire safety, first aid, choking, earthquake preparedness and other emergency procedures training as required at each congregate meal site. A current Fire Inspection Certification shall be displayed at each site. Each meal site and/or Home-Delivered Meals distributor is also required to maintain and make available to staff upon request current Safety Data Sheets (SDS) at their site(s) per 29 CFR. Furthermore, each meal site and/or home-delivered meals distributor must display a State of California Health Certification. Each congregate meal site must also display a current ServSafe Certification.

Nutrition Education Services for Participants

Nutrition education for program participants shall be provided at a minimum of four times per year. All training shall be conducted by the VCAAA RD who develops and maintains a yearly nutrition education plan. Nutrition education for congregate meal participants may include demonstrations, presentations, lectures and group discussions, all of which may be augmented with printed materials. Distribution of printed materials shall constitute nutrition education for home-delivered meal recipients. Accurate training records shall be kept by each Contractor that indicate the type and duration of training. Training records shall be submitted to VCAAA on a quarterly basis to ensure training requirements are being met.

Records, Reports, Distribution of Information and Confidentiality

In accordance with the VCAAA Contractors Manual and the Senior Nutrition Program Handbook, Contractor shall maintain current and accurate records on congregate and home-delivered meal participants as follows:

- a) Both congregate and home-delivered meal participants shall have a Senior Nutrition Program Meal Registration form on file in AssureCare/Q.
- b) Each home-delivered meal recipient shall also have a current Senior Nutrition Program Home-Delivered Meal Assessment Worksheet on file in AssureCare/Q.
- c) Contractors shall update the Nutritional Risk and ADL/IADL assessments for home-delivered meal recipients in AssureCare/Q annually.
- d) Each SNP Site Coordinator shall use the Meal Registration forms to generate monthly rosters from AssureCare/Q for home-delivered and congregate meal recipients.
- e) Each Senior Nutrition Program Contractor shall report to the VCAAA by the 10th of the month following the month of service the total number of meals served monthly.

- f) Contractor shall ensure confidentiality of all Senior Nutrition Program participant records. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security.

The Contractor shall assure that the following publication conditions are met:
Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a) state, "The materials or product were a result of a project funded by a contract with the California Department of Aging."
- b) give the name of the entity, the address, and telephone number at which the supporting data is available and
- c) include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

Nutrition Services Requirements

Contractor shall ensure that the congregate meal site adheres to the following requirements:

- a) Each participant is registered for a meal using the Senior Nutrition Program Meal Registration form; and
- b) Provide a means by which to obtain participants' views about the services received; and
- c) Provide meals, if available, to all participants regardless of reservation status; and
- d) Ensure that trained staff (paid and/or non-paid) is physically present during the time that meals are being served; and
- e) Provide restrooms, lighting and ventilation at the site that meets the requirements of California law; and
- f) Provide equipment (e.g. tables and chairs) that is sturdy and appropriate for older individuals; and
- g) Arrange tables and chairs in such a manner as to be conducive to and encourage socialization among participants.

Contractor contracting for home-delivered meal service shall adhere to the following assessment requirements:

- a) Eligible participants are registered and assessed for need using the Senior Nutrition Program Meal Registration form and the Home Delivered Meal Assessment Worksheet; and
- b) Initial assessments may be done by phone; however, a written assessment shall be conducted at the participants' homes within two weeks of the beginning of meal service; and
- c) Participants shall be assessed for other nutrition-related supportive services and referred as needed; and
- d) Participants shall be reassessed in their homes at least every six months and allowable by phone every other quarter to ensure eligibility.

A waitlist shall be established whenever a Contractor is unable to provide home-delivered meals to all eligible participants. Waitlists must be pre-approved by the VCAAA. The decision to place an eligible individual on a waitlist and their ranking on that list shall be determined by greatest social and economic need.

Nutritional Requirements of Meals

Contractor will work with the VCAAA RD to ensure that each meal complies with the Dietary Guidelines for Americans (DGA) and provides 1/3 of the Dietary Reference Intakes. The DGA is jointly published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. The Dietary Reference Intakes are reference values determined by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Each meal shall provide the following:

- a) A weekly average caloric range of >550-750 calories per meal; and
- b) Three (3) ounces of cooked, edible protein in the form of meat, fish, poultry, eggs, cheese or the protein equivalent; and
- c) At least one-half ($\frac{1}{2}$) cup serving of different cooked vegetables and/or one (1) cup of raw leafy vegetables; and
- d) One-half ($\frac{1}{2}$) cup serving of fruit; and
- e) At least one (1) serving of whole grain; and
- f) Eight (8) ounces of fortified fat-free or low-fat milk; and
- g) Target 500-750 milligrams of Sodium; and
- h) Foods containing a minimum of 25 milligrams of Vitamin C; and
- i) Food(s) containing a minimum of 233 micrograms of Vitamin A shall be served at least three (3) times per week.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service. The VCAAA will provide Contractor with a menu two (2) weeks in advance of meal service.

EXHIBIT C**CONTINGENCIES – FY 2018-19**

CONTRACTOR: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

The performance of this contract is subject to the contingencies (if any) identified below.

- The Area Agency shall not be compelled to perform any obligation pursuant to this Agreement unless and until all Contingencies are met to the satisfaction of the Area Agency.
- The Area Agency shall notify the Grantee in writing when Grantee has satisfied the Contingencies.
- A Grantee that provides services under the terms of this contract prior to receiving a *Written Notification of Satisfaction of Contingencies* from the Area Agency does so at Grantee's sole risk.

CONTRACT CONTINGENCIES

None

EXHIBIT D**VENTURA COUNTY FOCAL POINTS WITH ADDRESSES – FY 2018-19**

CONTRACTOR: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

	Focal Points*	Senior Center**	Street Address	City	ZIP	Phone
1	Area Agency on Aging of Ventura County	No	646 County Square Drive	Ventura	93003	805-477-7300
2	Camarillo Health Care District	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582
3	Fillmore Active Adult Center <i>Managed by City of Fillmore</i>	Yes	535 Santa Clara Avenue	Fillmore	93015	805-524-3030
4	Goebel Adult Community Center <i>A collaboration of City of Thousand Oaks & Conejo Recreation & Park District</i>	Yes	1385 E. Janss Road	Thousand Oaks	91362	805-381-2744
5	HELP of Ojai/Little House <i>a nonprofit organization</i> ----- HELP of Ojai - Congregate Meal Site	Yes	111 W. Santa Ana Street MAIL: P.O. Box 621 ----- 370 Baldwin Road	Ojai	93023 93024 93022	805-646-5122 805-649-8018
6	Moorpark Active Adult Center <i>Managed by City of Moorpark</i>	Yes	799 Moorpark Avenue	Moorpark	93021	805-517-6261
7	Palm Vista Senior Center <i>Managed by City of Oxnard</i>	Yes	801 South C Street	Oxnard	93030	805-385-8163
8	Pleasant Valley Senior Center <i>Managed by Pleasant Valley Park & Rec District</i>	Yes	1605 E. Burnley Street	Camarillo	93010	805-482-4881
8	Port Hueneme Senior Center <i>Orvene S. Carpenter Community Center</i> <i>Managed by City of Port Hueneme</i>	Yes	550 Park Avenue	Port Hueneme	93041	805-986-6542
9	Santa Paula Senior Center <i>Managed by City of Santa Paula</i>	Yes	530 West Main Street	Santa Paula	93060	805-933-4226 x356
10	Simi Valley Senior Center <i>Managed by City of Simi Valley</i>	Yes	3900 Avenida Simi	Simi Valley	93065	805-583-6363
11	South Oxnard Senior Center <i>Managed by City of Oxnard</i>	Yes	200 E. Bard Road	Oxnard	93033	805-385-8042
12	Ventura Avenue Adult Center <i>Managed by City of Ventura</i>	Yes	550 N. Ventura Avenue	Ventura	93001	805-648-3035
13	Wilson Senior Center <i>Managed by City of Oxnard</i>	Yes	350 North C Street	Oxnard	93030	805-385-8028
Focal Points for Title III E Eligible Family Caregivers						
1	Conejo Valley Senior Concerns <i>a nonprofit organization</i>	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
2	Wellness & Caregiver Center of VC <i>Operated by Camarillo Health Care District</i>	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582

NOTE: The designation of a focal point and a senior center depends on the array of services offered (see definitions below).

***Focal Point** - Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

****Senior Center** - The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services, and recreational activities for older individuals.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Performing Arts Center Agreement Extension.

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, (805) 385-7993

RECOMMENDATION:

That City Council approves and authorizes the Mayor to execute an extension of the Agreement between the City and the Oxnard Performing Arts Center Corporation (A-5904) for the operation, maintenance and management of the Performing Arts and Convention Center through June 30, 2019.

BACKGROUND

In the year 2000, the City entered into an operating agreement with the Oxnard Performing Arts Center Corporation (“Corporation”) for the operation, maintenance and management of the Performing Arts and Convention Center (“PACC”). The agreement had an initial term of 10 years and was drafted with two additional 10 year renewal terms contemplated. Although the renewal of the agreement went before both the Corporation board and City Council, the renewal was never formalized. However, the terms of the agreement under which the Corporation managed operations of the PACC continued under the same course of conduct between the City and Corporation over the intervening years.

On March 6, 2017, the City Council adopted Resolution No. 14,996, approving the renewal of the operating agreement for a six month term. On September 12, 2017, the City Council approved an extension to the operating agreement through June 30, 2018, pending completion of

Performing Arts Center Agreement Extension

June 12, 2018

Page 2

an audit and any resulting recommendations.

The auditors, Price Page & Company, are slated to begin the audit of the PACC the 3rd quarter of 2018. The auditors have a number of other City audits in their work plan. Due to the pending audits, the auditors have not been able to specify a completion date for the PACC audit. The audit completion date is dependent on a number of factors, including the availability of personnel, financial records, and other documents. Staff intends to use the outcomes of the audit in development of a new contract. Therefore, staff is recommending that the current Agreement be extended through June 30, 2019 to allow for the completion of the PACC audit.

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

With a proposed operating budget of \$1.98M and estimated operating revenues of \$860K, the proposed operating subsidy from General Fund is \$1.12M for the Proposed FY2018-19 Budget.

ATTACHMENTS:

Attachment A: PACC Agreement A-5904

Attachment B: Resolution 14,996 (Approving PACC Agreement Renewal)

Attachment C: PACC Agreement A-5904 First Amendment

Attachment D: PACC Agreement A-5904 Second Amendment

Attachment E: PACC Agreement A-5904 Third Amendment

AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts and Convention Center ("Agreement"), is entered into in Ventura County, California by and between the CITY OF OXNARD, a municipal corporation ("City"), and the OXNARD PERFORMING ARTS CENTER CORPORATION, a nonprofit corporation ("Operator").

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center; and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, City previously constructed a building in Peninsula Park with several meeting rooms; and

WHEREAS, the City Council of City desires that the Performing Arts and Convention Center and the Peninsula Park Building in the future be operated, maintained and managed by Operator.

NOW, THEREFORE, City and Operator agree as follows:

1. Facilities

The facilities governed by this Agreement consist of the Oxnard Auditorium, the Community Center, all other structures located at 800 Hobson Way, Oxnard, California and the surrounding grounds and parking lot as depicted in Exhibit A attached hereto and incorporated in full herein by this reference and the Peninsula Park Building and meeting rooms located at 3333 Peninsula Road (collectively "PACC").

2. Governing Policy

City and Operator agree that the PACC shall be operated, maintained and managed so as to maximize artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational, and recreational programs and other similar events for the use and benefit of the public and the community.

3. Operation, Maintenance and Management

a. Operator shall operate, maintain and manage the PACC in accordance with the standard terms and conditions set forth in this Agreement.

b. City shall cooperate with Operator to enable Operator to operate, maintain and manage the PACC in an efficient and economical manner so as to generate maximum revenue from the PACC, to encourage maximum utilization of the PACC and to protect the PACC as a significant public asset.

4. General Standards of Performance

The following general standards of performance shall be satisfied by Operator:

a. Operator shall timely pay Operator's financial obligations required by this Agreement.

b. Operator shall promptly discharge all claims for labor, materials, supplies, and equipment furnished for or in connection with the PACC.

c. Operator shall adopt and enforce rules and regulations governing the PACC.

d. Operator shall comply with all valid requirements of any authority governing the PACC and shall require all persons using the PACC or attending events to comply with such valid requirements.

e. Operator shall pay reasonable wages and benefits to employees performing services in connection with the PACC.

f. Operator shall maintain reasonable operating policies and procedures to govern various aspects of the PACC such as administrative functions, sales policies, maintenance, repair, and accounting practices.

g. During the first or second month of the calendar year, the Board of Directors of Operator and the City Council shall conduct a joint meeting. During this meeting, the following matters will be discussed:

(1) Annual Goals and Objectives for the PACC with specific measurable indicators for Operator.

(2) PACC Annual Report with statements of PACC revenue and expenses and details on the utilization of the PACC.

(3) Annual Marketing Plan for the PACC to reflect the specific performance goals for Operator.

5. Fee Schedules

No later than April 1 of each year, Operator shall prepare and submit to City for approval by the City Council, a schedule of maximum and minimum fees to be charged persons and organizations using the PACC. User fees shall be within the limits of the schedule unless, at the discretion of the Operator, a discounting or waiver of the fees offers a significant marketing advantage to the PACC and will produce positive benefit for City.

6. Term

a. City hereby grants to Operator an exclusive right to operate, maintain and manage the PACC for a period beginning December 1, 2000, and ending June 30, 2010 ("Initial Term"). City further grants Operator an opportunity to request renewal of this Agreement for two (2) additional terms of ten (10) years each.

b. Any additional terms of this Agreement shall be effective only with the mutual consent of the City Council and the PACC Board of Directors.

7. Operator as Exclusive Manager

Operator shall have the exclusive responsibility, discretion, and authority to determine policies, procedures, standards of operation, special rights or privileges, programs, standards of service and maintenance affecting the PACC.

8. City Manager

The City Manager, or designee, shall be the person generally responsible for administering and monitoring this Agreement on behalf of City.

9. PACC Manager

a. Operator shall provide a person to be the Executive Director of the PACC. The Executive Director shall be available during customary working hours to meet with the City Manager, and such additional times as may be necessary to perform the duties of Executive Director as may be prescribed by Operator.

b. The Executive Director shall have full authority to act for Operator on all matters relating to the performance of services under this Agreement and shall be the principal contact person with the City Manager.

10. Quality of Goods and Services

a. The primary mutual concern of City and Operator is to provide quality events, goods and services to the public using the PACC, at affordable prices, while striving to reduce operating subsidies provided by City.

b. Operator shall use its best efforts to operate, manage and maintain the PACC as a first-class performing arts center and meeting room facilities.

11. Payments to Operator

a. City agrees to grant Operator for operating, maintaining, and managing the PACC a minimum yearly amount ("Operating Subsidy"), by minimum monthly payments, as provided for in the Operating Budget.

b. City agrees to provide Operator the Operating Subsidy in minimum monthly payments before the fifth (5th) day of the calendar month following each month of the term provided herein.

12. Marketing

a. Operator shall reasonably promote and advertise the PACC using the name Oxnard Performing Arts and Convention Center and City approved logo and logo colors. Operator shall develop all publicity material in a professional manner.

b. During the course of performance of this Agreement, Operator, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the legal name of City without the prior consent of City Manager provided that Operator may include in any such material the phrase "Oxnard Performing Arts and Convention Center" without such prior approval. City Manager shall not unreasonably withhold such consent.

13. Financial Management and Budgets

a. Operator shall prepare and maintain all books, records, accounting statements, income and loss statement, balance sheets, and other data associated with the financial affairs of the PACC, in a form approved by City Manager ("Operating Statements").

b. The Operating Statements shall be maintained in accordance with generally accepted accounting principals which will accurately reflect the gross receipts and expenses of the Operator. No less frequently than annually, the Operating Statements shall be audited by an independent certified public accountant and the result of such audit shall be made available to both Operator and City for review and approval.

c. Operator shall make available to City the Operating Statements at all times upon reasonable request of City Manager.

14. Capital Budgets

Operator shall prepare and submit to City Manager an annual capital improvement budget for the PACC ("Capital Budget"). Operator shall submit the Capital Budget each year on the same schedule and at the same time as City Manager requires City departments to submit

their budgets. The Capital Budget shall be presented in reasonable detail and in a format approved by City Manager. Upon approval of the Capital Budget by the City Council, City shall make available the requested funds in such amounts and at such times as may be described in the Capital Budget during that succeeding fiscal year.

15. Annual Operating Budget

An annual Operating Budget setting forth the projected revenues and expenses associated with the operations, maintenance and management of the PACC shall be prepared by Operator and submitted to City Manager, together with such other information and plans as may be reasonably requested by City Manager. Operator shall submit the Operating Budget each year on the same schedule and at the same time as City Manager requires City departments to submit their budgets. The Operating Budget shall be subject to the prior approval of the City Council, which approval shall not be unreasonably withheld, delayed or conditioned. Upon the approval of the Operating Budget, City shall make available to Operator the Operating Subsidy as requested in the Operating Budget.

16. Endowment Funds

a. City and Operator shall cooperate in a joint effort to create a segregated endowment fund, exclusively for the benefit of the PACC ("Endowment Fund") the principal of which shall be retained by City and not used in connection with the operations of the PACC. No less than 70% of the interest, earnings and income from the Endowment Fund shall be made available to Operator to defray the ordinary costs and expenses incurred in the operation of the PACC.

b. The Endowment Fund shall be held and maintained by City and City shall be permitted to invest and reinvest the Endowment fund as the City Council may determine in its reasonable discretion. City and Operator further agreed that no portion of the interest, earnings or income from the Endowment Fund shall be made available to Operator until such time as the principal of the endowment fund has reached a sum equal to \$100,000.

17. Advances of Working Capital

In the event that any operating working capital reserves, improvement capital reserves, and/or the net revenue from operations of the PACC are insufficient to pay the costs and expenses as set forth in the Operating Budget or Capital Budget, Operator shall present City Manager with a written request for an advance of working capital adequate to cover such costs and expenses. Subject to City Council approval, the City shall advance funds requested by Operator.

18. Reallocation of Funds

a. City agrees that the annual Operating Budget and Capital Budget are intended to be reasonable estimates, and accordingly, Operator shall be entitled to increase these budgets in an amount equal to ten percent (10%) of the respective budgets to cover any expenditures that

were not anticipated at the time of preparation of the budgets but which are reasonable and necessary to carry out the provisions of this Agreement. Operator is authorized to take all reasonable actions deemed necessary by Operator to implement, perform or cause the performance of the items set forth in the Operating Budget and Capital Budget.

b. Operator may reallocate all or any portion of any amount budgeted with respect to any one item in either the Operating Budget or Capital Budget to another item budgeted therein. Operator shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Operating Budget or Capital Budget.

19. Inspection of Records

a. Upon fifteen (15) days' advance written notice to Operator setting forth the time of inspection and records to be inspected, City or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Operator's records related to this Agreement.

b. Operator shall maintain and preserve all such records for a period of at least five (5) years from date of production. If Operator fails to make such records available within the city limits of City or at a mutually agreed upon place, Operator shall promptly reimburse City for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. Condition of PACC

Operator agrees to accept the PACC in an "as is" condition as of December 1, 2000.

21. Retention of Ownership by City

a. During and after the term of this Agreement, City shall retain ownership of the PACC and all facilities constructed at the PACC by City in the future.

b. In the event of destruction of any or all of the PACC, Operator shall have no obligation to repair or replace any or all of the PACC.

22. Federal and State Taxes

For purposes of federal and state tax law, City and Operator agree that Operator shall be considered as "owner," of all equipment, furnishings, fixtures and inventory held for resale or rental, purchased by Operator during the term of this Agreement.

23. Purchase of Equipment, Supplies and Materials by Operator

a. Operator shall have the responsibility and authority to purchase such equipment, operating supplies and materials, furnishings, and fixtures as Operator requires for the operation, maintenance and management of the PACC; provided that City shall retain the title to and

ownership of such equipment supplies, materials, furnishings and fixtures.

b. Operator agrees to adopt written purchasing policies and procedures and submit them to the City Manager.

24. Licenses, Permits, and Accreditations

a. Operator shall apply for, obtain, and maintain all licenses, permits and accreditations required in connection with the operation, maintenance and management of the PACC. To the extent possible, City agrees to waive all fees or charges in connection with the issuance by the City of any licenses and permits required by Operator.

b. Operator agrees that, where required by law, the employees of Operator, performing services under this Agreement, shall possess the appropriate and currently valid licenses, certificates and accreditations.

25. Management Prerogatives

a. City hereby grants Operator all the prerogatives ordinarily accorded to management in the ordinary course of commerce, including, but not limited to, the collection of proceeds, the incurring of trade debts, the approval and payment of checks and the negotiating and signing of licenses and agreements. Operator shall have no prerogatives, without the prior written approval of City Manager, in each instance, to pledge the credit of City, to lease or otherwise grant, mortgage, pledge, sign, transfer, or convey any interest in any part of the PACC, any appurtenance thereto, or any furnishings, fixtures and equipment or to affect any zoning related to the PACC.

b. Operator shall have the duty, responsibility, and authority to perform any act necessary to operate, maintain and manage the PACC in a manner consistent with good performing arts center management practices.

26. Employee Conduct

Operator agrees that its employees shall perform services in a courteous and businesslike fashion.

27. Subcontracting

Operator agrees to be responsible for the performance of any subcontractor. Operator agrees to ensure that the work or services performed by any subcontractor shall satisfy the terms of this Agreement. Operator agrees that no subcontract shall relieve Operator of any obligation under this Agreement.

28. Staffing

In order to reduce the costs and expenses incurred by Operator in operating,

maintaining and managing the PACC, City and Operator agree to share staff, personnel and employees to the extent possible. Accordingly, to the extent Operator requests that City personnel perform such services, City agrees to provide at City's direct cost and to the extent consistent with the availability of City forces, the following:

a. City's regular employees shall perform all accounting, clerical, bookkeeping and related record keeping functions for and on behalf of Operator.

b. City shall provide all security personnel and appropriate fire prevention services to the extent that the cost of such services are not paid by the customers of Operator using the PACC.

c. City personnel shall perform all regular and ordinary grounds maintenance, landscaping, gardening and related services for the preservation of the exterior of the PACC.

d. City personnel shall perform the ordinary and regular janitorial, maintenance and repair functions to preserve the operating functions of the PACC.

29. Easements

City shall provide to Operator a Preliminary Title Report, and one copy of all of the exceptions listed thereon, of the PACC prior to the commencement of this Agreement. Operator shall recognize all existing easements on the PACC and shall not obstruct their use subject to modification by City.

30. Cooperation Between Operator and City

City agrees that the City Manager, or his designee, shall have the responsibility to work with Operator to assure that Operator obtains the full cooperation and assistance of City subject to the terms of this Agreement and all applicable laws.

31. Indemnity

Operator agrees to indemnify, hold harmless, and defend City, its City Council and each member thereof, and every officer and employee of City, from any and all liability, claims, demands, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of Operator or its agents, employees, subcontractors or consultants while they are performing services under this Agreement, or from the use of City's property by Operator or its agents, employees, subcontractors or consultants, except in cases of sole negligence on the part of the City, its officers, employees, agents, or subcontractors.

32. Insurance

a. Operator shall obtain and maintain during the Term of this Agreement the following insurance coverages issued by a company satisfactory to City Manager.

(1) Commercial general liability insurance including a contractual liability endorsement, products, and completed operations liability, in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

(2) Business automobile liability insurance in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

(3) Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$5,000,000 per claimant.

(4) Property insurance which shall provide coverage for the full insurable replacement value of real property improvements and structures covered by this Agreement and shall insure against the hazards of fire, extended coverage, other property related losses, flood, vandalism, malicious mischief and earthquake.

(5) Directors and officers liability insurance for the protection of the directors and officers of Operator having limits of no less than \$5,000,000 per occurrence.

b. Operator shall bear its allocated costs of the insurance procured by City under this Agreement. These costs shall be reflected in the annual Operating Budget.

33. Bonds

a. Operator shall furnish the City Attorney with a performance bond of a corporate surety in an appropriate amount conditioned upon faithful performance of each project having a cost in excess of \$100,000 as described in the Capital Budget prior to Operator commencing the performance of such project or subprojects. This bond shall continue in effect for ninety (90) days after the completion of the particular capital improvement program project. The amount of such bond shall be to the reasonable satisfaction of City Manager.

b. Operator shall furnish the City Attorney with a blanket fidelity bond covering Operator's employees and officers in an amount not less than \$50,000. Operator shall maintain this bond in effect at all times during the term of this Agreement.

34. Utilities

Operator agrees to pay for all utilities required to perform this Agreement including gas, water, electricity, telephone services, wastewater and trash collection. In connection

therewith, City shall designate Operator and the use of the PACC facility as a City approved facility in order to permit Operator to obtain the lowest possible rate available for all utility services.

35. Default and Cure

a. When City Manager determines that Operator has violated any term or condition of this Agreement, City Manager shall notify Operator, in writing, of the defect or deficiency and shall give Operator not less than thirty (30) days in which to cure the defect or deficiency. If Operator fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as Operator shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then City and Operator agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

b. When Operator determines that City has violated any term or condition of this Agreement, Operator shall notify City Manager, in writing, of the defect or deficiency and shall give City not less than thirty (30) days in which to cure the defect or deficiency. If City fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as City shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then Operator and City agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

36. Dispute Resolution Procedure

a. In the event a dispute exists after Operator alleges to have cured a defect or deficiency designated by City Manager, City and Operator agree to submit the dispute to binding determination by a third person. City and Operator agree to request the Presiding Judge of the Superior Court, County of Ventura, State of California to provide a list of the names of three (3) persons qualified under the circumstances to resolve the particular dispute. Both City and Operator may eliminate one person from such list, the remaining person shall resolve the dispute.

b. City and Operator agree that the person selected to resolve the dispute shall establish the procedures, rules, methods and processes by which the dispute shall be resolved and that City and Operator agree to cooperate with such person in good faith to ascertain the facts necessary to resolve the dispute. City and Operator agree that without mutual consent to extend the time this dispute resolution procedure shall conclude not more than thirty (30) days after its initiation.

37. Termination for Cause

Operator and City agree that if, at the conclusion of the dispute resolution procedure specified in paragraph 36 above, either Operator or City refuses or fails to comply with the decision of the person resolving the dispute then either Operator or City may terminate this Agreement upon sixty (60) days' notice, in writing, one party to the other as appropriate.

38. Force Majeure

Operator and City agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of Operator or City, including but not limited to declared or undeclared war, sabotage, insurrection, riot or other act of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute material breach hereof unless the party fails to make a reasonable attempt to resume full performance.

39. User Forms

Operator agrees to supply and have readily available at the PACC, at all times, appropriate forms for users to present their comments, criticisms, recommendations or complaints regarding Operator's operation, maintenance and management of the PACC. On a regular basis, Operator shall provide the Project Manager with copies of such forms returned to Operator by users.

40. Independent Contractor

a. City and Operator agree that in the performance of this Agreement, Operator shall be, and is, an independent contractor, and that Operator and its employees are not employees of City. Operator has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Operator.

b. Operator shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Operator's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

c. Operator acknowledges that Operator and Operator's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

41. Operator Not Agent

Except as City may specify in writing, Operator, and its agents, employees, subcontractors and consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

42. Conflict of Interest

Operator shall promptly inform City Manager of any contract, agreement, arrangement, or interest that Operator may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other persons whose interests might be served by the services performed under this Agreement and Operator's interest in land that might be affected by the services. Operator shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

43. Assignability of Agreement

Operator agrees that this Agreement contemplates personal performance by Operator and its employees and is based upon a determination of such persons unique competence and experience and upon their specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Operator under this Agreement will be permitted only with the express written consent of City Manager, which consent may be withheld for any reason.

44. Successors and Assigns

Subject to any provisions to the contrary herein, Operator and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Operator and City.

45. Fair Employment Practices

a. Operator agrees that all persons employed by Operator shall be treated equally by Operator without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, age, or sexual orientation and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Operator agrees that, during the performance of this Agreement, Operator and any other parties with whom Operator may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, handicap, sex, marital status, age or sexual orientation.

c. Operator agrees to state in all of its solicitations or advertisements for applicants for employment that Operator is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, age or sexual orientation.

d. Operator shall, if requested to do so by City, certify to City that Operator has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Operator shall provide City with access to and, upon request, provide copies to City, at City's expense, of all of Operator's records pertaining or relating to Operator's employment practices, to the extent such records are not confidential or privileged under state or federal law.

46. Time of Essence

Operator and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

47. Covenants and Conditions

Operator and City agree that each term and each provision of this Agreement to be performed by Operator shall be construed to be both a covenant and a condition.

48. Governing Law

City and Operator agree that the construction and interpretation of this Agreement and the rights and duties of City and Operator hereunder shall be governed by the laws of the State of California.

49. Compliance with Laws

Operator agrees to comply with all City, state, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Operator pursuant to this Agreement.

50. Severability

City and Operator agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

51. Waiver

City and Operator agree that no waiver of a breach of any provision of this Agreement by either Operator or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Operator to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

52. Counterparts

City and Operator agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

53. Expenses of Enforcement

Operator and City agree that the prevailing party's 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, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

54. Authority to Execute

a. City acknowledges that the Mayor has been duly authorized by City Council to execute this Agreement on behalf of City.

b. Operator acknowledges that the President of its Board of Directors has been duly authorized by Operator to execute this Agreement on behalf of Operator.

55. Notices

a. Any notices to Operator may be delivered personally or by mail addressed to 800 Hobson Way, Oxnard, California 93030, Attention: Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager.

56. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

57. Amendment

City and Operator agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Operator.

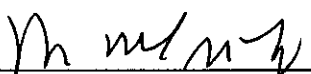
58. Entire Agreement

City and Operator agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

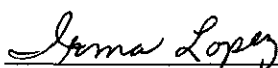
Dated: November 14, 2000

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

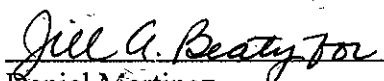


Dr. Manuel M. Lopez
Mayor



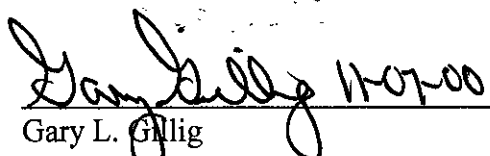
Irma Lopez
President

ATTEST:



Daniel Martinez
City Clerk

APPROVED AS TO FORM:

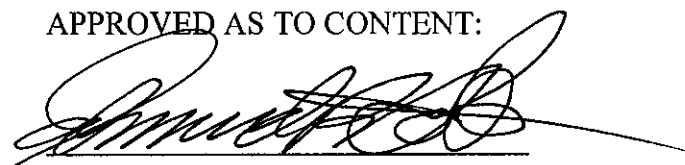


Gary L. Gillig
City Attorney



Gary Arnold
General Counsel

APPROVED AS TO CONTENT:



Edmund F. Sotelo
City Manager

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF OXNARD AND THE OXNARD PERFORMING ARTS CENTER CORPORATION FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE PERFORMING ARTS AND CONVENTION CENTER

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center ("PACC"); and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, the City Council entered into an agreement with the Oxnard Performing Arts Center Corporation ("Corporation") for the operation of the Performing Arts and Convention Center in 2000 (Agreement); and

WHEREAS, although the Agreement was drafted with an initial term of ten years and two additional 10 year renewal terms contemplated, such a renewal was never formalized by the City or Corporation; and

WHEREAS, however the operation of the PACC by the Corporation has continued in the intervening years along with corresponding annual budget appropriations by the City; and

WHEREAS, the City wishes to document its assent to the continuation of the term of the Agreement during the intervening period and renewal of the Agreement for an additional six month period while a new operating agreement between the City and Corporation is negotiated.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Agreement (A-5904) is hereby renewed retroactive to the date of expiration and for a period of six months from the date of passage of this resolution unless a replacement agreement is approved at an earlier date. The Mayor is authorized to sign a renewal agreement consistent with this resolution which shall be presented to the Corporation board for its consideration and approval.

PASSED AND ADOPTED this 6th day of March, 2017, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

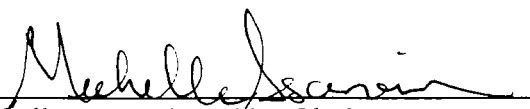
ABSENT: None.

ABSTAIN: None.



 Tim Flynn, Mayor

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

Agreement No. A-5904

FIRST AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

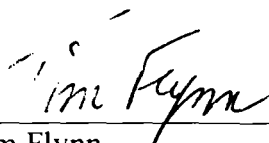
This First Amendment ("First Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th Day of March, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This First Amendment amends the Agreement entered into on November 14, 2000.

City and Operator agree as follows:

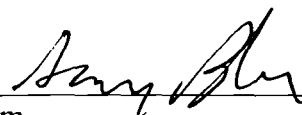
1. The renewal contemplated in Section 6 of the Agreement is hereby retroactively approved for the period from July 1, 2010 to March 6, 2017.
2. The Agreement is extended for an addition six month term from March 7, 2017 to September 7, 2017 unless a replacement agreement is approved at an earlier date.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION



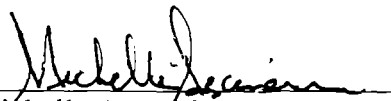
Tim Flynn
Mayor



Gary Blum
Chair

Pursuant to Resolution No. 14,996

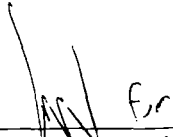
ATTEST:



Michelle Ascencion
City Clerk

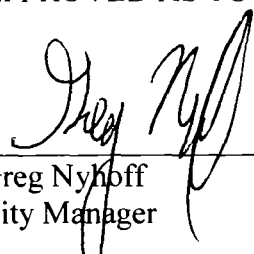
Additional signatures on following page

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:



Greg Nyhoff
City Manager

COPY

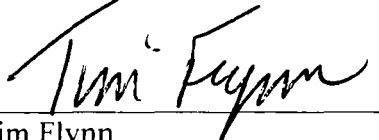
SECOND AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Second Amendment ("Second Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th Day of September, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This Second Amendment amends the Agreement entered into on November 14, 2000. The Agreement was previously amended by a First Amendment on March 6, 2017.

City and Operator agree as follows:

1. The Agreement is extended through June 30, 2018 unless a replacement agreement is approved at an earlier date.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

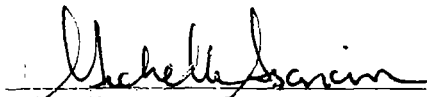


Tim Flynn
Mayor

OXNARD PERFORMING ARTS CENTER
CORPORATION

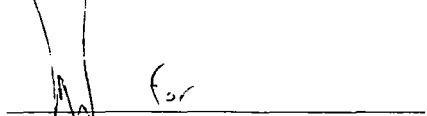
Gary Blum
Chair

ATTEST:



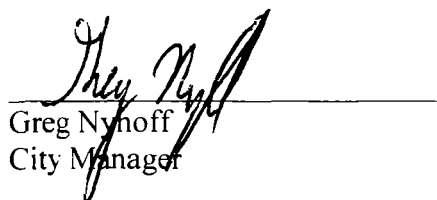
Michelle Ascencio
City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:



Greg Nynhoff
City Manager

Agreement No. A-5904

THIRD AMENDMENT TO AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Third Amendment ("Third Amendment") to the Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts Center ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th Day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Performing Arts Center Corporation, a nonprofit corporation ("Operator"). This Third Amendment amends the Agreement entered into on November 14, 2000. The Agreement was previously amended by a First Amendment on March 6, 2017, and by Second Amendment on September 12, 2017.

City and Operator agree as follows:

1. The Agreement is extended through June 30, 2019, unless a replacement agreement is approved at an earlier date.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD PERFORMING ARTS CENTER
CORPORATION

Tim Flynn
Mayor

Gary Blum
Chair

ATTEST:

Michelle Ascencion
City Clerk

Additional signatures on following page

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

APPROVED AS TO CONTENT:

Scott Whitney
Interim City Manager



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Second Amendment to Agreement No. 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance Services to Public Works Facilities.

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

RECOMMENDATION:

That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to the agreement with the Groundskeeper, Inc. for the period of April 13, 2018, through December 31, 2018 and increase the amount by \$43,960 for an amount not-to-exceed \$347,295; and
2. Adopt a resolution creating a one-time exemption from Resolution Number 13,932's requirement to not extend the expiration date of a contract for trade services for more than three years.

BACKGROUND

On March 8, 2014, the City Council approved Agreement No. 6552-14-PW in an amount of \$233,335 with the Groundskeeper, Inc. for ongoing landscape maintenance and non-routine landscape tasks through April 13, 2017, for the facility grounds at the Water Campus, Blending Stations # 3, # 4 and # 5, Advanced Water Purification facility (AWPF) and the Del Norte Regional Recycling and Transfer Station. The First Amendment was executed by City Council on June 6, 2017. The First Amendment added an additional \$70,000 for a not to exceed \$303,335 and extended the expiration date to April 13, 2018. Staff would like to amend the contract to extend the expiration date to December 31, 2018 and increase the amount by \$43,960 for a not-

Second Amdt with the Groundskeeper, Inc. for Landscape Mntc Svcs to PW Facilities

June 12, 2018

Page 2

to-exceed amount of \$347,295, to allow time to let a request for bids and enter into a contract for these services.

Because Purchasing Resolution No. 13,932 limits trade services agreements to three-year terms, along with the amendment to the contract, to allow this to go forward, Council must adopt a resolution creating a one-time exemption to this three-year limitation.

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

Sufficient funds for the landscape maintenance services are available in the Water Fund, Account No. 601-6010-842-8209; Advanced Water Purification Facility Fund, Account No. 601-6012-842-8209; and the Solid Waste Fund, Account No. 631-6301-842-8209, for the remainder of FY 2017-2018. There will be sufficient funds requested in the Fiscal Year 2018-2019 budget to cover the costs for these services.

ATTACHMENTS:

Attachment A - Resolution

Attachment B - Second Amendment to Agreement No. 6552-14-PW

Attachment C - Executed Agreement No. 6552-14-PW

Attachment D - Executed First Amendment to Agreement No. 6552-14-PW

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD CREATING A ONE-TIME EXEMPTION FROM
RESOLUTION NO. 13,932'S REQUIREMENT TO NOT EXTEND
THE EXPIRATION DATE OF A CONTRACT FOR TRADE
SERVICES FOR MORE THAN THREE YEARS**

**THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY FINDS,
DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

WHEREAS, the City entered into a contract on April 8, 2014, with The Groundskeeper, Inc. for landscape maintenance services to City Utilities' facilities. The Agreement previously has been amended on May 17, 2017, by a First Amendment;

WHEREAS, the City is obligated under Resolution Number 13,932 to not extend contracts and amendments for trade services for more than three years; and

WHEREAS, the City Council now wishes to exempt City staff from the limitation that a trade services contract may only last three years for the purposes of obtaining an amendment for approximately nine (9) months to Agreement Number 6552-14-PW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The City Council now wishes to exempt City staff from Resolution Number 13,932's limitation that a trade services contract may only last three (3) years. This is a one-time exemption.

Section 3: This Resolution shall take effect immediately upon its adoption.

Section 4: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk


Stephen M. Fischer, City Attorney

Agreement No. 6552-14-PW**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of April, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor. The Agreement previously has been amended on May 17, 2017, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "April 13, 2018" is deleted and replaced with the date "July 15, 2018, or when the total value of the Agreement as listed in Section 4(b) of the Agreement has been expended, whichever comes first in time."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 6552-14-PW

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

CITY OF OXNARD

☐ Tim Flynn, Mayor _____ Date _____
(if agreement is \$250,000.01 or more)

☐ Scott Whitney, Interim City Manager (If agreement is \$25,000.01-\$250,000.00)

☐ Lisa Hoerner, Purchasing Agent (If agreement is up to \$25,000.00)

THE GROUNDSKEEPER, INC.

Harry Avedissian 4/2/18
Harry Avedissian, President _____ Date _____

Marci Avedissian 4/2/18
Marcia Avedissian _____ Date _____
Vice President/Secretary

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer 3/13/18
Stephen M. Fischer, City Attorney _____ Date _____
(required for any agreement amount)

APPROVED AS TO CONTENT:

Todd Vasquez-Housley 4-3-18
Todd Vasquez-Housley _____ Date _____
Assistant Public Works Director
(required for any agreement amount)

Rosemarie Longhorne 4-4-18
Rosemarie Longhorne _____ Date _____
Public Works Director
(if agreement is \$25,000.01 or more)

Jesus Nava, Assistant City Manager _____ Date _____

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager _____ Date _____
(required for any agreement amount)

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 L.L.C., the signatures of at least two managers of the L.L.C.; 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

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. 6552-14-PW

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 8th day of April, 2014, by and between the City of Oxnard ("City") and The Groundskeeper, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: landscape maintenance services to the following Public Works facilities: Del Norte Regional Recycling and Transfer Station at 111 Del Norte Boulevard, Oxnard, California; Water Campus at 251 South Hayes Avenue, Oxnard, California; Blending Station No. 3 at 1700 Solar Drive, Oxnard, California; Blending Station No. 4 at 3637 North Rose Avenue, Oxnard, California; Blending Station No. 5 at 908 East Pleasant Valley Road; Wastewater Treatment Plant at 6001 South Perkins Road, Oxnard, California; Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, California.

2. Vendor shall provide such services according to the following schedules set forth in Exhibit A attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 14, 2014, and shall end on April 13, 2017. 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 all 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 as follows:

a. Monthly

- i) Del Norte Regional Recycling and Transfer Station: \$1,525
- ii) Water Operations (Total): \$2,430
 - (1) Water Campus: \$1,225
 - (2) Blending Station No. 3: \$695
 - (3) Blending Station No. 4: \$340
 - (4) Blending Station No. 5: \$170
- iii) Advanced Water Purification Facility: \$1,290

b. As needed

<u>Task</u>	<u>Hourly Rate</u>
i) Mulch installation	\$37.50
ii) Mulch replacement	\$45.00
iii) Litter/debris control	\$27.50
iv) Irrigation maintenance	\$49.00
v) Irrigation repair	\$55.00

COUNCIL APPROVAL
 DATE 3-8-14 AGENDA # 5-2

vi) Weed control	\$37.50
vii) Vertebrate control	\$55.00
viii) Pruning and edging of shrubs, flowers and groundcovers	\$27.50
ix) Mowing and edging of turf	\$35.00
x) Tree maintenance	\$65.00
xi) Landscape replacement	\$37.50

While this Agreement is in effect, Vendor shall pay employees working under this Agreement no less than the current Living Wage per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index. At such time, Vendor's rates may be updated to reflect the exact change in Living Wage.

The total value of the contract shall not exceed \$233,335. Separate invoice will be required for each operation.

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, 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. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This

agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all 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.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-C, 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 any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C.

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.

8. In performing 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.

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

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

12. Any notices to Vendor may be delivered personally or by mail addressed to: The Groundskeeper, Inc., P.O. Box 3402, Camarillo, CA 93011. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, CA 93030.

13. 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.

14. Maintenance and Inspection of Records

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 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.

CITY OF OXNARD


Karen R. Burnham, Interim City Manager

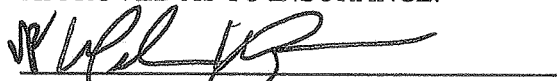
VENDOR


Harry Avedissian, President

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Bob Roshanian, Interim Public Works Director


Anthony Emmert, Water Resources Manager

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.

EXHIBIT 1
Page 1 of 4

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 A 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 A

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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or 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 (Contractor or 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 (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 4

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013

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 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, 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 page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

EXHIBIT A
GENERAL REQUIREMENTS

EXPERIENCE AND QUALIFICATIONS

Vendor Requirements

1. Vendor must possess a valid State of California Contractor License (C-27 – Landscaping Contractor).
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license.
3. Registration with United States Environmental Protection Agency (U.S. EPA) and/or State Pesticide Regulatory Agency (ex., Permanent Record(s) from the Department of Toxic Substances Control with the EPA Identification Number of the business location(s)).

Cal DPR Licensed Applicators

1. Vendor shall have a minimum of two (2) employees who have Cal DPR certified pesticide applicator licenses or certificates.
2. Cal DPR licensed pesticide applicators must have the following minimum level of pesticide application experience:
 - a. Licensed pesticide applicators shall have a minimum of three (3) years experience in performing the type of work specified. To be considered as qualifying experience, experience must meet the two (2) following requirements:
 - i. The experience must be obtained as a state licensed and certified applicator.
 - ii. The experience must be for the type of pesticide applications described herein.

Cal DPR Licensed Agricultural Pest Control Advisor

1. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA).

Arborist Certification by the International Society of Arboriculture

1. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture.

EQUIPMENT AND SUPPLIES

Vendor shall provide a copies of the following product data for the chemical agents to be used:

1. Material Safety Data Sheet (MSDS)
2. Product Specimen Label

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

SUPERVISION

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

STAFFING

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

EMPLOYEE CONDUCT

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

EMPLOYEE REMOVAL

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

QUALITY CONTROL PROGRAM

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

EMPLOYMENT PRACTICES

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

PROPERTY DAMAGES

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

QUANTITY

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

LABOR STRIKE

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

INVOICING

Separate invoices shall be provided for each operation. Four (4) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Station Nos. 3, 4, and 5
2. Recycled Water Operations – Advanced Water Purification Facility
3. Wastewater Operations – Wastewater Treatment Plant
4. Environmental Resources – Del Norte Regional Recycling and Transfer Facility

SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

A. Scope of Work

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

B. Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants and close-toed shoes are required. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

C. Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements. Vendor shall provide the following the MSDS and Product Specimen label for all chemicals used.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

D. Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law.
2. Vendor must possess a valid Cal DPR license.
3. Vendor location(s) shall be registered with the U.S. EPA and/or State Pesticide Regulatory Agency.
4. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed or certified pesticide applicators.
5. Vendor must employ at least one (1) Cal DPR licensed Agricultural PCA.
6. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture.
7. Vendor must possess a current City of Oxnard Business Tax Certificate.

E. Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

F. Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

G. Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

H. Work Schedules

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

I. Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a residence), shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed at least once per week.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, shall be free of all weeds. Herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

J. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

K. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

L. Tree Maintenance

Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines."

However, coral trees (*Erythrina caffra*) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the Project Manager of each Operation or his representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning to be scheduled annually in the spring. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A 4" ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 1). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a 3' basin covered with 3"-5" of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds shall be removed and disposed of on a once per week basis. Dead or dying palm fronds shall be removed/pruned such that the remaining cut frond stub is cut as closed to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

Vendor shall be responsible for all current and future trees planted.

M. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

N. As Needed Tasks for Wastewater Treatment Plant

The Wastewater Treatment Plant has a full-time employee that provides landscaping and irrigation services. However, services may be necessary on an as needed basis. Items such as the following may be required: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

P. Storm Damage

Vendor shall correct and repair all storm damage incurred through out the year by trees, shrubs, mud on sidewalks/gutters/etc.

Q. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

R. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon time.

S. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

T. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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. 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-C. 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. 6552-14-PW
300 West Third Street, Suite 302
Oxnard, California 93030

3. 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.

4. 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-C 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. 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 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 sample accord form.

INS-C.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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

City of Oxnard
Attn: Risk Manager
Reference No. 6552-14-PW
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

~~SUBMIT IN DUPLICATE~~

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

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

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ In which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

**EACH
OCCURRENCE**

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
Address: _____
Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 6552-14-PW

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 _____

SUBMIT IN DUPLICATE

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

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:
- 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: Risk Manager

Reference No. 6552-14-PW

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 _____

Agreement No. 6552-14-PW

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17 day of May, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "April 13, 2017" is deleted and replaced with the date "April 13, 2018."

2. Section 4 of the Agreement is deleted in its entirety and replaced with:

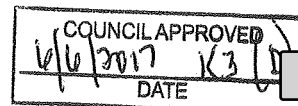
- "4. a. City shall pay Vendor as follows on a monthly basis:
- i) Del Norte Regional Recycling and Transfer Station: \$1,525
 - ii) Water Operations (Total): \$2,430
 - (1) Water Campus: \$1,225
 - (2) Blending Station No. 3: \$695
 - (3) Blending Station No. 4: \$340
 - (4) Blending Station No. 5: \$170
 - iii) Advanced Water Purification Facility: \$1,290

- b. The total value of the contract shall not exceed \$303,335. Separate invoice will be required for each operation."

3. Section 5 of the Agreement is deleted in its entirety and replaced with:

"Vendor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Vendor understands that 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.

- 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 B**. 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.



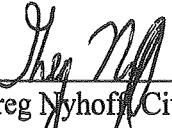
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.
 - c. If Vendor fails to compensate such employee pursuant to the Living 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.
 - e. 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 Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference."
4. Exhibit 1 Living Wage Policy is deleted in its entirety.
 5. Section 15 of the Agreement is added as follows:
 "15. 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."
 6. 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

THE GROUNDSKEEPER, INC.



 Greg Nyhoff, City Manager

 Harry Avedissian, President

APPROVED AS TO FORM



 Stephen M. Fischer, City Attorney

 Marci Avedissian, Vice President/Secretary

APPROVED AS TO INSURANCE:



 Mike More, Risk Manager

APPROVED AS TO CONTENT:



 Daniel Rydberg, P.E., Public Works Director



 Todd Vasquez-Housley, Division Manager

APPROVED AS TO AMOUNT:



 Ruth Osuna, Assistant City Manager

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

CITY OF OXNARD

THE GROUNDSKEEPER, INC.

Greg Nyhoff, City Manager

Harry Avedissian, President

APPROVED AS TO FORM

Marci Avedissian, Vice President/Secretary

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Vasquez-Housley, Division Manager

APPROVED AS TO AMOUNT:

Ruth Osuna, Assistant City Manager

EXHIBIT B: 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 B. 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 the required hours of paid leave per calendar year, as listed in the City's Living Wage Policy.
- 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**

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 each July 1, 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.

(1) 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.

(2) 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.

(3) 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.

(4) The foregoing requirements are restated in the Agreement for Trade Services.

EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take

corrective action to halt or rectify any failure.

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



GROUN-8

OP ID: KR

L7.d

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2016

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 Coastal States Insurance Svcs 1986 So. Victoria Ave Ventura, CA 93003 Ron Hayduk	805-642-5290	CONTACT NAME: Korina Castaneda PHONE (A/C, No, Ext): 805-642-5290 FAX (A/C, No): 805-289-3490 E-MAIL ADDRESS: kcastaneda@coastalstatesins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Ohio Casualty Insurance Co		24074
INSURER B: American Fire & Casualty Co		F0002 24066
INSURER C: Falls Lake Fire & Casualty Co		15884
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PESTICIDE GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		BKO56817203	08/07/2016	08/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		BAA56817203	08/07/2016	08/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	FLA00324700	01/01/2017	01/01/2018	☒ 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

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

RE: 111 South Del Norte Oxnard CA, Del Norte Recycling
City of Oxnard, its City Council, officers, employees, and volunteers are named as additional insured with respects to General and Auto Liability. Primary and Non-contributory wording is included regarding General Liability.

CERTIFICATE HOLDER CITYOXN City of Oxnard Risk Management Reference No. 6552-14-PW 300 West Third Street Ste 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kastaneda</i>
--	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: BKO56817203

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**Blanket Additional Insured agreed
written contract, agreement, permit
3567 Almond Drive

Oxnard, Ca 93036

Location(s) Of Covered OperationsLOCATION(S) AT WHICH YOU PERFORMED WORK DESCRIBED
IN WRITTEN CONTRACT, AGREEMENT OR PERMIT THAT A
PERSON OR ORGANIZATION BE ADDED AS AN ADD'L INSD

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BKO56817203

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s)**Blanket Additional Insured agreed
written contract, agreement, permit

3567 Almond Drive

Oxnard, Ca 93036

Location And Description Of Completed OperationsWORK DESCRIBED IN WRITING IN THE CONTRACT,
AGREEMENT OR PERMITLOCATION(S) AT WHICH YOU PERFORMED WORK DESCRIBED
IN THE WRITTEN CONTRACT, AGREEMENT OR PERMIT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: BKO56817203

~~COMMERCIAL GENERAL LIABILITY~~

CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**INDEX**

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY - ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.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 by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Policy Number: BAA56817203

~~COMMERCIAL AUTO~~

CA 88 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (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.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Oxnard its City Council, Officers, Employees and Volunteers

REF #6552-14-PW

300 West Thirst Street #302,
Oxnard CA, 93030

Job Description

Job Address: 111 South Del Norte; Oxnard CA, 93033

Start Date: Ongoing

Duration: Ongoing

Work being performed: Landscape Maintenance

of insured's EEs: 2

Est. Payroll: \$5,400

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 01-01-2017
Insured
The Groundskeeper, Inc. (A Corp)

Policy No. FLA003247-00
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No. 1

Countersigned By





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Fourth Amendment to Agreement No. 7592-16-PW with Kelly Cleaning & Supplies, Inc.

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Fourth Amendment to the Kelly Cleaning & Supplies, Inc. Agreement No. 7592-16-PW for Janitorial Services at Public Works Facilities, extending the contract termination date to November 26, 2018 and increasing the contract by \$95,000 for a new total not to exceed of \$339,400.

BACKGROUND

On August 15, 2016, the City issued a request for quotations (RFQ) for seven utilities facilities: Wastewater Treatment Plant, Advanced Water Purification Facility, Water Campus, Blending Station No. 3, Blending Station No. 4, Blending Station No. 5, and the Del Norte Regional Recycling and Transfer Station. The City sent the RFQ to five (5) known companies. The closing date for the RFQ was August 23, 2016. The request for quotation also required a mandatory walk-through of all of the facilities on August 18, 2016, due to the complexity of the work involved. Three (3) vendors attended the mandatory walk-through. Of the three (3) vendors that attended the mandatory walk-through, only two (2) vendors submitted quotations. Kelly Cleaning & Supplies, Inc. provided the lowest quotation and was awarded the agreement for \$24,615. The first amendment added \$84,785.

Fourth Amendment to Agreement No. 7592-16-PW with Kelly Cleaning & Supplies, Inc.

June 12, 2018

Page 2

The second amendment added \$90,000. The third amendment added \$45,000 for a total not-to-exceed amount of \$244,400.

This fourth amendment increases the contract amount from \$244,400 by \$95,000 to a total not-to-exceed amount of \$339,400 and extends the term to November 26, 2018, which will allow adequate time to release a new solicitation.

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

Sufficient funds for the Kelly Cleaning and Supplies, Inc. services through November 26, 2018 are available in the FY18 adopted budget and FY19 proposed budget in the following account numbers/ divisions:

Division	Account	FY18 Estimate	FY19 Estimate
Water Procurement/ Admin	601-6010-842-8209	\$16,250	\$27,000
Advanced Water Purification Facility	601-6012-842-8209	\$3,450	\$5,000
Wastewater Treatment	621-6202-842-8209	\$9,000	\$15,000
Environmental Resources Admin	631-6301-842-8209	<u>\$7,300</u>	<u>\$12,000</u>
	Sub-Totals:	\$36,000	\$59,000
	Total Increase:	\$95,000	

ATTACHMENTS:

Attachment A - Fourth Amendment to Agreement No. 7592-16-PW

Agreement No. 7592-16-PW**FOURTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Kelly Cleaning & Supplies, Inc. ("Vendor"). This Fourth Amendment amends the Agreement entered into on September 12, 2016, by City and Vendor. The Agreement previously has been amended on November 15, 2016, by a First Amendment, on July 25, 2017, by a Second Amendment, and on January 9, 2018, by a Third Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "March 31, 2018," is deleted and replaced with the date "November 26, 2018."
2. In Section 4 of the Agreement, the amount "\$244,400" is deleted and replaced by \$339,400."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7592-16-PW

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

CITY OF OXNARD

- ☒ Tim Flynn, Mayor _____ Date _____
(if agreement is \$250,000.01 or more)
- ☐ Scott Whitney, Interim City Manager (if agreement is \$25,000.01-\$250,000.00)
- ☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

KELLY CLEANING & SUPPLIES, INC.

David H. Isaac 5/11/18
David Isaac, Vice President Date

Margo M. Kelly 5/11/18
Margo Kelly, Financial Officer Date

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer 5/10/18
Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

Thien Ng 5/15/18
Thien Ng Date
Assistant Public Works Director
(required for any agreement amount)

Rosemarie Gaglione 5/15/18
Rosemarie Gaglione Date
Public Works Director
(if agreement is \$25,000.01 or more)

Jesus Nava, Assistant City Manager _____ Date _____

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager _____ Date _____
(required for any agreement amount)

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

FOURTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Hueneme Elementary and Oxnard School District After School Education and Safety Grant. (10/10/5)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, (805) 385-7993

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute the Memorandum of Understanding (A-8068) and Partnership Agreement (A-8069) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$2,526,870 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 18-19, FY 19-20 and FY 20-21; and
2. That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-8071) for the City to receive an amount not to exceed \$2,425,000. Primary Services shall not exceed \$2,120,000 and "Additional Services" for summer school not to exceed \$105,000, and Intercession not to exceed \$200,000.

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-

designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, afterschool programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

In partnership with the Hueneme Elementary and Oxnard School Districts, the City of Oxnard Recreation and Community Services Division provides after school programming to over 3,200 Oxnard children on thirty (30) school campuses. Each district has worked in partnership with the City to design a staffing model that works best for their respective districts. Between the two districts, the City of Oxnard is largest youth employer in Ventura County, employing over 250 individuals between the ages of 18-24.

While the staffing models differ between the districts, they are similar in the incorporation of the following two elements, which integrate the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.
2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based in the student's needs and interest.

Hueneme Elementary School District ASES

In 2008, a partnership began between the Recreation and Community Services, City Corp and the Hueneme School District (HESD). The proposed contract with HESD is three (3) years at \$842,290 annually for a total of \$2,526,870. In keeping with City Corps' mission of building a network of worksites citywide to host city youth interested in, or in need of vocational exploration, program staff assigned five (5) leader-trainees at Sunkist Elementary School. Today, at the request and desire of the HESD, all ten (10) HESD schools are staffed by City Corps youth, providing vocational exploration and introduction into the education and recreation sectors.

City Corps and the HESD ASES have developed a full partnership by focusing on the strength of each organization – classroom instruction by the District, and enrichment instruction by the City

through City Corps and Recreation. The most noteworthy outcome of this significant district-city partnership is introducing City Corps youth to the world of work and service, thereby enhancing their discernment of work likes and dislikes. Since City Corps has staffed the program, there have been City Corps participants who have entered the workforce as credentialed teachers.

On a daily basis, the HESD program serves over 1,040 students throughout 10 school sites. The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region.

Oxnard School District ASES

The Oxnard School District contracts with Recreation and Community Services, Recreation Division to operate the ASES program. The proposed contract with OSD is one year at \$2,425,000. While the Hueneme Elementary District utilizes City Corps staff to run the program in conjunction with an assigned teacher, the Oxnard District utilizes city employees as site coordinators and recreation staff to operate the entire program. The City has been in partnership with the Oxnard School District for more than 18 years and, for the past seven years, the City has been the main contractor for the ASES program. Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in afterschool programming. In 2016, a former Oxnard Scholars Program employee received recognition the California Expanded Learning Emerging Leadership Award from the California Department of Education.

On a daily basis, the Oxnard Scholars Program serves over 2,200 students throughout 20 school sites. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers. The proposed 2018-19 OSD contract is \$120,000 higher than last year's contract, however this additional \$120,000 is for the purpose of hiring additional staff to ensure each of the school sites have proper staffing ratios and is prepared to immediately staff school sites should a staff member resign, call in sick, or otherwise not be able to report to work.

Cost Recovery and Future Discussions with Districts

A third party recently conducted an analysis of the City's Internal Service Fund allocations. An Internal Service Fund (ISF) is used to account for any activity that provides goods or services to other funds or departments on a cost recovery basis. The City uses internal service funds for public liability and property damage, workers' compensation, information services, and other purposes. The purpose of this analysis was to have a methodology in which the City could allocate or spread these costs to all funds, departments, divisions, and programs.

Based on the third party study, the total fiscal impact to HESD for information technology services and excess liability insurance is an additional \$102,339, while the total fiscal impact to

Hueneme Elementary & Oxnard School District ASES Grant (10/10/5)

June 12, 2018

Page 4

the OSD is \$313,129. After review of the ISF allocation it was determined that the City must review and update the allocation method for information technology and services.

At this time, only the cost of excess liability insurance (\$14,000 for Hueneme and \$107,000 for Oxnard) is being charged to each of the districts. The HESD contract has room within the existing contract amount to absorb the \$14,000 of excess liability insurance; however the additional charges to the OSD will require the district to find more money to support the program or cut program service levels.

The recommended FY 18-19 budget includes funding the ISF gap for the OSD contract with Measure O. Staff will work with each of the districts to recover ISF costs in future contracts.

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. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

If approved, the FY18-19 budget for the Hueneme Elementary School District program for FY 18-19 will be \$842,290. The recommended budgets for FY 19-20 and FY 20-21 will include \$842,290 per fiscal year in ASES funding (272-5511).

The HESD requests matching funds by providing \$54,000 of in-kind services per fiscal year. This requested match is met through General Fund (101-5511) by providing office space for the ASES program, phone, administrative support, staff support for the end of the year “June Jamboree” and student participation in other various established City Corps / Recreation programs, such as the Kiwanis Track Meet, Community Roots Garden field trips, beach clean-ups, the Oxnard Holiday Parade and other like programs.

If approved, the Oxnard School District total grant award of not to exceed \$2,425,000 will be recognized and appropriated in the FY 2018-19 budget. Primary Services, including reimbursement for actual expenses, shall not exceed two million one hundred twenty thousand dollars (\$2,120,000); not to exceed \$105,000 in “Additional Services” for summer school; and not to exceed \$200,000. The funding will be recognized in revenue account 272-5502. The \$107,000 required for excess liability insurance will be funded by Measure O.

Hueneme Elementary & Oxnard School District ASES Grant (10/10/5)

June 12, 2018

Page 5

The Oxnard School District requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through fund (101-5501) by providing office space for ASES program, phone, copier, administrative and management staff time. Student participation in various established recreation programs such as the Kiwanis track meet, youth sports program, educational fieldtrips, and volunteer support also contribute to the in-kind match.

ATTACHMENTS:

Attachment A: HESD Memorandum of Understanding A-8068

Attachment B: HESD Partnership Agreement A-8069

Attachment C: OSD Agreement A-8071

OCC will be provided with an annual total of \$842,290 paid in 10 monthly installments of \$84,229 through a subcontract with HESD in the 2018-19, 2019-20 and 2020-21 fiscal years and a maximum of \$2,526,870 for the duration of this three year contract.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2018-2021 ASES Program Plan goals are being met and for proper payment for services
2. Provide monthly professional learning and coaching support to ASES staff
3. Provide supplies and materials for use in the ASES Program
4. Ensure attendance of all meetings required by the Ventura County Office of Education Regional Lead by suitable program staff
5. Visit sites to ensure grant compliance on programmatic levels
6. Coordinate with agencies to ensure proper implementation and modification, as needed
7. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise
8. Host collaborative meetings with Oxnard City Recreation and Community Services Manager annually to monitor overall program progress and achievement of goals

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the ASES Program as follows:

1. Coordinate with OCC Activity Leader to order supplies and materials for enrichment activities each month
2. Recruit and enroll eligible program participants from each site
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc...
4. Work with teachers to communicate student needs
5. Arrange substitutes for academic classes, as needed
6. Serve as liaison between After School Program and regular day staff
7. Work with teachers, parents and students to ensure appropriate placement
8. Coordinate with ASES staff to provide arrival/intake and snack services
9. Monitor implementation of weekly schedule for program in coordination with the OCC Activity Leader and site administrator
10. Meet with Site/District administration on a monthly basis to ensure the meeting of program goals
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the ASES and regular day staff and the principal
12. Represent their program at monthly District-level After School Site Coordinator meetings

This agreement shall begin on July 1, 2018 and continue to be implemented until June 30, 2021. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the ASES Program is contingent upon state funding.

Hueneme Elementary School District (Fiscal Agency)

Christine Walker, Ed.D., Superintendent

Date

City of Oxnard (Oxnard City Corps., Community-Based Organization)

Tim Flynn, Mayor

Date

Memorandum of Understanding between the Hueneme Elementary School District (HESD), fiscal agency of the After School Education and Safety (ASES) Program and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) ASES Program. The ASES Program is an extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the ASES Program Plan goals for the 2018-2019, 2019-2020 and the 2020-2021 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide a program leader to support all OCC staff and oversee implementation of items 2-12 below:
2. Provide an Activity Leader for each site who will meet regularly with the After School Program Site Coordinator and/or Principal to coordinate:
 - a. Oversight of implementation of the unified ASES Schedule each week by all City Corps staff
 - b. Inform the Site Coordinator of supplies and materials needed each month
 - c. Establish contact with parents to ensure accurate attendance and signing out of students daily
 - d. Meet daily with the Youth Development Instructor staff to celebrate successes and address concerns based on the prior day program
 - e. Supervise and support the Youth Development Instructor staff and students in the program
 - f. Supervision of students daily at arrival, during and at dismissal of program
 - g. Ensure snacks, supplies and materials are organized and available daily
 - h. Work with the Site Coordinator to collect data for evaluation purposes
 - i. Ensure that the staff uses appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions
 - j. Plan activities using appropriate instructional strategies taught at professional learning days
3. Provide staff daily to serve required student to staff ratio of 20:1 for all sites
4. Ensure all employees attend monthly professional learning provided in the school year and use planning time to prepare lessons and activities and to implement instructional strategies taught at the trainings
5. Provide all staff with planning time daily prior to the start of the program as outlined in the ASES Staff Work Schedule for each school
6. All personnel must pass District Para-educator Test, receive CPR/First Aid training and provide copy of certificate, receive Mandated Reporting training, receive Sexual Harassment training and pass fingerprint clearance prior to being offered employment.
7. Ensure all employees are able to meet with the Site Coordinator at each school site for 4 hours of planning time each Summer prior to the first day of school and that they attend all professional learning days provided in the Summer in 2018, 2019 and 2020.
8. Provide a minimum of \$54,000 in-kind to meet part of the 33% ASES matching grant requirement
9. Ensure all ASES staff attend and participate in scheduled Collaborative Meetings
10. Ensure all employees maintain confidentiality of student records per the Contract with HESD
11. Maintain all materials provided for the ASES staff by having staff return items at the end of each day
12. Provide budgetary information to HESD as required

Approved as to Form



Stephen M. Fischer, City Attorney

01/15/18

Date

Attest

Michelle Ascencion, City Clerk

Date

Hueneme Elementary School District
Agreement for Services
After School Education and Safety (ASES) Program

This AGREEMENT is approved and entered into as of July 1, 2018 ("Effective Date") and is for a three year period from July 1, 2018 through June 30, 2021, between the HUENEME ELEMENTARY SCHOOL DISTRICT (herein referred to as the "District"), a public school district duly operating under the laws of the state of California, and The CITY OF OXNARD and the Recreation and Community Services-City Corps, a service provider (hereinafter referred to as "Provider") for the purpose of providing specific services pursuant to the ASES Program Grant to eligible District schools and students.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, the Provider is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, ASES Program contains the following requirements:

- a. Requires the District to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the Provider or District wishes to terminate;
- d. Contains provisions with respect to making payment to the Provider by the District;
- e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, Provider is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, Provider is willing to provide services to the District, it's ASES Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Program Agreements

Services will be offered and delivered as stated in the ASES Program Grant and in the Memorandum of Understanding between HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD.

Parents/guardians shall not be charged for any services rendered under the ASES Program unless such services and charges are clearly identified in writing and agreed upon in advance by the District, the involved school administer, and the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by the District.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. Provider shall not provide access or forward to any other person other than parents/guardians or the District any student record without the written consent of the parent/guardian or the District.

Access by HUENEME ELEMENTARY SCHOOL DISTRICT

Provider shall provide services at the location(s) agreed upon in the Memorandum of Understanding. The District's representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview Provider, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, Provider shall conduct a criminal background check of its employees and/or subcontractors prior any student contact and,

upon receipt of those checks, certify to the District that no employee and/or subcontractors of Provider working with students of the school district has been convicted of a violent or serious felony as defined by statutes. Provider shall supply to the District a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

The District is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. Provider will not transport any students in private vehicles without complying with the District Governing Board Policy 6153 and have permission of parent/guardian.

Accident/Incident Report

Provider agrees to submit a written accident report to the District within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Child Abuse Reporting

Provider assures to the District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile, email and mail, within twenty-four (24) hours an incident report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

Supplies, Equipment and Facilities

Provider shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If Provider desires to use District facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Continuity of Personnel

Provider shall make every reasonable effort to maintain the stability and continuity of

Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Provider shall ensure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Provider shall notify District of any changes in Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

Independent Contractor Status

Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the District.

a. The personnel performing the Services under this Agreement on behalf of the Provider shall at all times be under Provider's exclusive direction and control. The Provider, its agents or employees shall not at any time or in any manner represent that Provider or any of Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Provider, nor any of Provider's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the District's employees. Provider will be responsible for payment of all Provider's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Provider becomes aware that any person employed by or volunteering with Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify the District. The District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Provider shall have no authority to bind the District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the District, whether by contract or otherwise, unless such authority is expressly conferred in writing by the District, or under this Agreement.

Conflict of Interest; Disclosure of Interest:

Provider assures that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Provider's performance of Services under this Agreement. Provider further assures that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider agrees to at all times avoid any actual, potential or the appearance of any conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with the District, including its schools.

b. This Agreement is subject to Board Policy 9270 governing conflicts of interest. Provider agrees to furnish to District (upon request) a valid copy of the most recently adopted partnership or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in governance occur.

c. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures.

d. Provider agrees to notify the District, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Non-Discrimination

Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Inspection and Audit

Provider shall provide access to records or reports, or other matter relating to the Agreement, upon request by District. Fiscal records shall be maintained by Provider for seven (7) years and shall be available for audit.

Indemnification

a. Provider's Indemnity Obligation.

To the fullest extent permitted by California law, Provider shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees,

elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Provider. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Provider be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Provider in the performance of this Agreement. In the event Provider fails to obtain such indemnity obligations from others as required here, Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Provider and shall survive the termination of this Agreement.

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Provider and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Provider, its

officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Provider as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

Insurance

Provider shall provide and maintain insurance, in full force and effect throughout the term of this Agreement and any modification thereof, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858.

Provider shall provide the following scope and limits of insurance:

Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

Not later than the effective date of this agreement, Provider shall provide the District with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this agreement.

Monthly Invoices

Provider shall submit to District monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

The District may withhold payment to Provider, on ten (10) working days written notice of such withholding, when in the opinion of the District:

- a. Provider's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of Provider and District. No change in this Contract or Memorandum of Understanding shall result in a District financial obligation to Provider in excess of the ASES Program and Memorandum of Understanding reimbursement rate to the District.

Disputes

Disputes between District and Provider concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of the District. The determination of the Superintendent shall be made in writing and shall be binding on both parties

Assignment and Subcontracting

The expertise and experience of Provider are material considerations for this Agreement. The District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Provider under this Agreement. In recognition of that interest, Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all

remedies at law or in equity, including summary termination of this Agreement.

Notwithstanding the above, Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Such approval shall be attached and made part of this Agreement. Provider shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly. Any sub-contractor shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

- a. The partners are committed to the long-term operations and sustained functioning of the ASES Program.
- b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of Provider, District shall pay, without duplication, for all services satisfactorily performed to date of termination.
- d. In consideration of this payment, Provider waives all rights to any further payment or damage. Upon termination, Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Agreement, possessed by Provider or under its control at the time of termination.

Default

Failure of Provider to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Provider of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Provider may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Provider is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Provider does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action

or inaction of District.

Compliance with Laws

In connection with the Services and its operations, Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Provider shall comply with the provisions of the State ASES Program grant requirements.

Entire Agreement

This Agreement and the Memorandum of Understanding incorporated herein constitute the entire agreement and understanding between the District and Provider in connection with the matters covered herein and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

Severability Clause

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Notices

Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

For the District:

Dannielle Brook, Assistant Superintendent, Business Services
Hueneme Elementary School District
205 North Ventura Road
Port Hueneme, CA 93041

For Provider:

Gregory D. Barnes, Recreation Supervisor
Araceli Espinosa, Management Analyst
701 South "G" Street
Oxnard, CA 93030

Authority to Execute

The person or persons executing this Agreement certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

Binding Effect

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. The Funding for the ASES Program and this entire Agreement is contingent upon the district receiving state funding each fiscal year.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

For City of Oxnard:

Tim Flynn, Mayor

Attest:

Approved as to Amount:

Michelle Ascencion, City Clerk

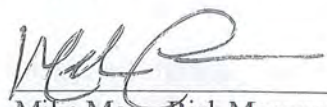
Scott Whitney, Interim City Manager

Approved as to Form:

Approved as to Insurance:



Stephen M. Fischer, City Attorney



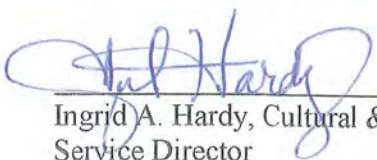
Mike More, Risk Manager

Approved as to Content:

Approved to as Content:



Gregory Barnes, Project Manager



Ingrid A. Hardy, Cultural & Community
Service Director

For Hueneme Elementary School District:

Dr. Christine Walker, Superintendent

OXNARD SCHOOL DISTRICT**Agreement #18-04****AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services ("**Agreement**") is entered into as of this 16th day of May 2018 by and between the Oxnard School District ("**District**") and the City of Oxnard ("**Consultant**"). District and Consultant are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**."

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2018-2019 (the "**Grant**").
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 to and including June 30, 2019 (the "**Term**"). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the "**Primary Services**"). Consultant may also, at its election, agree to provide additional services, at District's request and only with District's prior written authorization (the "**Additional Services**"). Should Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary

Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in Exhibit A-0, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in Exhibit A-0 when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend Exhibit A-0 as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Twenty Thousand Dollars (\$2,120,000.00) and “Additional Services” for summer school not to exceed One Hundred and Five Thousand (\$105,000.00) and Intersession not to exceed Two Hundred Thousand (\$200,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the Funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any

of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

JK (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

JK (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

JK (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

 (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
 305 W. 3rd St., First Floor West Wing
 Oxnard, California 93030
 Attention: Terrel Harrison
 Phone: (805) 385-7993
 Email: Terrel.Harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

25. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

26. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

CITY OF OXNARD

OXNARD SCHOOL DISTRICT:

Tim Flynn, Mayor

Lisa A. Franz, Director, Purchasing

Date

Date

Tax Identification Number: 95-6000756

Tax Identification Number: 95-6002318

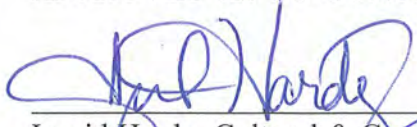
ATTEST:

Michelle Ascencion, City Clerk

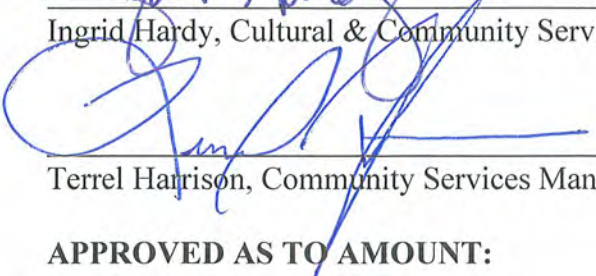
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:



Ingrid Hardy, Cultural & Community Services Director



Terrel Harrison, Community Services Manager

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

☐ Not Project Related

☒ Project #18-04

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

☐ Not Project Related

☒ Project #18-04

After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
2. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
3. Professional Development – Arts/Special Enrichment staff
 - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between two to four hours a session.
 - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Engineering is Elementary (EIE)
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.

☐ Not Project Related

☒ Project #18-04

- b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
- 5. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

- 1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
- 2. Provide a copy of insurance documents, which verify coverage for District.
- 3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
- 4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- 5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- 6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

- 1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
 - c. In addition to the site coordinator and lead staff, the city will employ two staff to support the curriculum and activities the leads provide to the students. These two positions will fulfill this role four hours per day. This position is designed to improve the quality of student activities.
 - d. In addition to the site coordinator, lead staff and the two curriculum support staff, the city will hire 10 extra staff to support the school sites with daily operations. These staff are to provide continuity for the students in the program. When all staff are present, they are to support the coordinator. If there is a staff absence, they will be the first to fill in as a substitute. These staff may participate in the professional development and trainings offered by the district.
- 2. Report attendance and activities weekly by Wednesday of each week for the previous week.

☐ Not Project Related

☒ Project #18-04

3. Work with District to establish and maintain partnerships with community agencies.
4. Provide student learning and enrichment materials above and beyond materials already purchased by District.
5. Participate in collaboration activities with other participating organizations.
6. Vacate learning areas within each school in the same or better conditions as they were found.
7. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator and site principal when evaluating employees.
10. Submit a use of facility permit to the Facilities Department at District.
11. Meet weekly with District administrator.
12. Provide documentation of matching funds.
13. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
14. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
15. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

II. Summer School

- a. Provided over four weeks of the Summer Months.
- b. Provided at four elementary sites.
 - i. Elementary serving 250 students.
- c. Student ratio not to exceed 25:1.
- d. Field trips may take place during the program. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. Intersession

- a. When agreed to in writing, provide Saturday programming at selected school sites.
- b. When agreed to in writing, provide Intersession programming at selected school sites during vacation periods for the school district (i.e.: Winter break or Spring Break).
- c. Student ratio not to exceed 25:1.
- d. Details to be agreed upon in writing.

IV. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.

☐ Not Project Related

☒ Project #18-04

- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
 - E. Provide consistent access to the computer lab and library.
 - F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
 - G. Provide daily custodial services.
 - H. Submit required attendance, fiscal and evaluation reports to the State of California.
 - I. Provide office space/station with access to phone, computer, printer and internet access.
 - J. Provide Access to Q.
 - K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
 - L. Perform those actions set forth in Exhibit A-3.
- V. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:
- A. Certificates of insurance and additional insured endorsements for 2017-2018, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
 - B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
 - C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
 - D. Weekly attendance and activity reports.
 - E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
 - F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

☐ Not Project Related

☒ Project #18-04

- VI. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

- VII. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. **(To be provided prior to the 1st day of school)**

- VIII. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

IX. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

☐ Not Project Related

☒ Project #18-04

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

☐ Not Project Related☒ Project #18-04

shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Manager, Special Programs & Services at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

☐ Not Project Related

☒ Project #18-04

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant's Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Pre-participation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Consultant acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

☐ Not Project Related

☒ Project #18-04

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

☐ Not Project Related

☒ Project #18-04

c. Coaches – requirements if student may have sustained concussion

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

☐ Not Project Related

☒ Project #18-04

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

☐ Not Project Related

☒ Project #18-04

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (e.g., start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program

☐ Not Project Related

☒ Project #18-04

sports equipment surfaces (e.g., benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

☐ Not Project Related☒ Project #18-04

8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

☐ Not Project Related

☒ Project #18-04

EXHIBIT A-3
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
 EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

☐ Not Project Related☒ Project #18-04

providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

EXHIBIT A(2)(i)

■ PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.

☐ Medicines

☐ Pollens

☐ Food

☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
BONE AND JOINT QUESTIONS	Yes	No	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			FEMALES ONLY		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	☐ Male ☐ Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart* • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only)*		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic†		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

†Consider GU exam if in private setting. Having third party present is recommended.

‡Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

(INSERT SCHOOL NAME HERE)**Concussion Information Sheet**

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Headaches • “Pressure in head” • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns | <ul style="list-style-type: none"> • Amnesia • “Don’t feel right” • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Adapted from the CDC and the 3rd International Conference on Concussion in Sport
Document created 5/20/2010

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Dolor de cabeza • “Presión en la cabeza” • Náusea o vómito • Dolor de cuello • Problemas de equilibrio o mareos • Visión borrosa o visión doble • Sensibilidad a la luz o ruido • Decaído • Adormecido • Mareado • Cambios en los hábitos de dormir | <ul style="list-style-type: none"> • Amnesia • “No se siente bien” • Fatiga o energía baja • Tristeza • Nervios o ansiedad • Irritabilidad • Más sensible • Confundido • Problemas con concentración o memoria (por ejemplo: olvidar las jugadas) • Repetir la misma pregunta o comentario |
|---|--|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- | |
|---|
| <ul style="list-style-type: none"> • Parece desorientado • Tiene una expresión facial vacía • Está confundido acerca de la tarea o actividad • Se olvida de las jugadas • Está confundido sobre el juego, los puntos o el oponente • Se mueve torpemente o muestra una falta de coordinación • Contesta las preguntas lentamente • Arrastra las palabras • Muestra cambios de comportamiento o personalidad • No puede recordar los eventos que sucedieron antes de la colisión • No puede recordar los eventos que sucedieron después de la colisión • Ataques o convulsiones • Cualquier cambio en el comportamiento típico o personalidad • Pérdida de la conciencia |
|---|

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:
<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center

²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

_____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: *(check all that apply)*

- ☐ No return to school. Return on (date) _____
- ☐ Return to school with following supports. Review on (date) _____
- ☐ Shortened day. Recommend _____ hours per day until (date) _____
- ☐ Shortened classes (i.e., rest breaks during classes). Maximum class length: _____ minutes.
- ☐ Allow extra time to complete coursework/assignments and tests.
- ☐ Lessen homework load by _____. Maximum length of nightly homework: _____ minutes.
- ☐ No significant classroom or standardized testing at this time.
- ☐ Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- ☐ Take rest breaks during the day as needed.
- ☐ Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- ☐ Do not return to PE class at this time
- ☐ Return to PE class
- ☐ Do not return to sports practices/games at this time
- ☐ **Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
- Return to play should occur in gradual steps beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- ☐ Return to this office. Date/Time _____
- ☐ Refer to: Neurosurgery _____ Neurology _____ Sports Medicine _____ Psychiatrist _____ Other _____
- ☐ Refer for neuropsychological testing
- ☐ Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning
or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency
dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Cardiac Chain of Survival Courtesy of Parent Heart Watch

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- ☐ Fainting or seizure, especially during or right after exercise
- ☐ Fainting repeatedly or with excitement or startle
- ☐ Excessive shortness of breath during exercise
- ☐ Racing or fluttering heart palpitations or irregular heartbeat
- ☐ Repeated dizziness or lightheadedness
- ☐ Chest pain or discomfort with exercise
- ☐ Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- ☐ Family history of known heart abnormalities or sudden death before age 50
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- ☐ Known structural heart abnormality, repaired or unrepaired
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

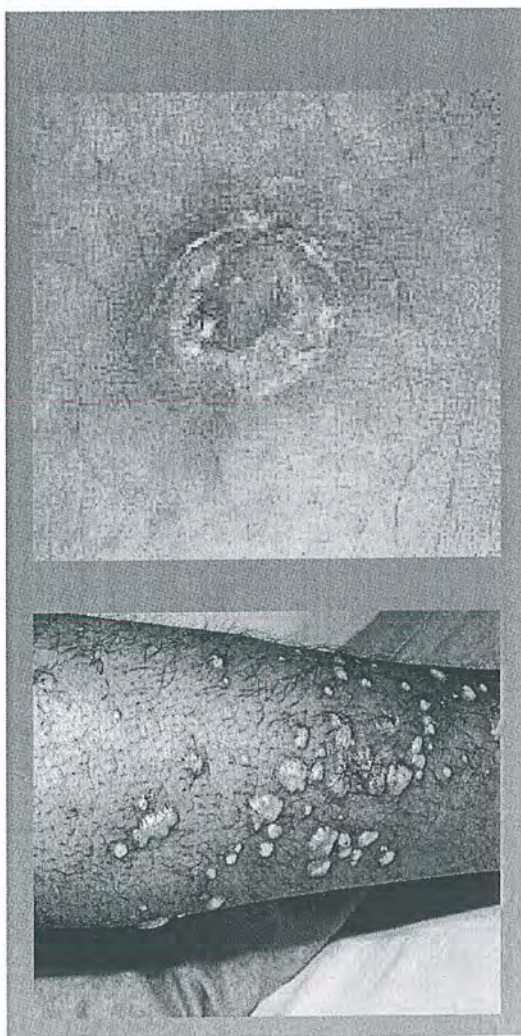
MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

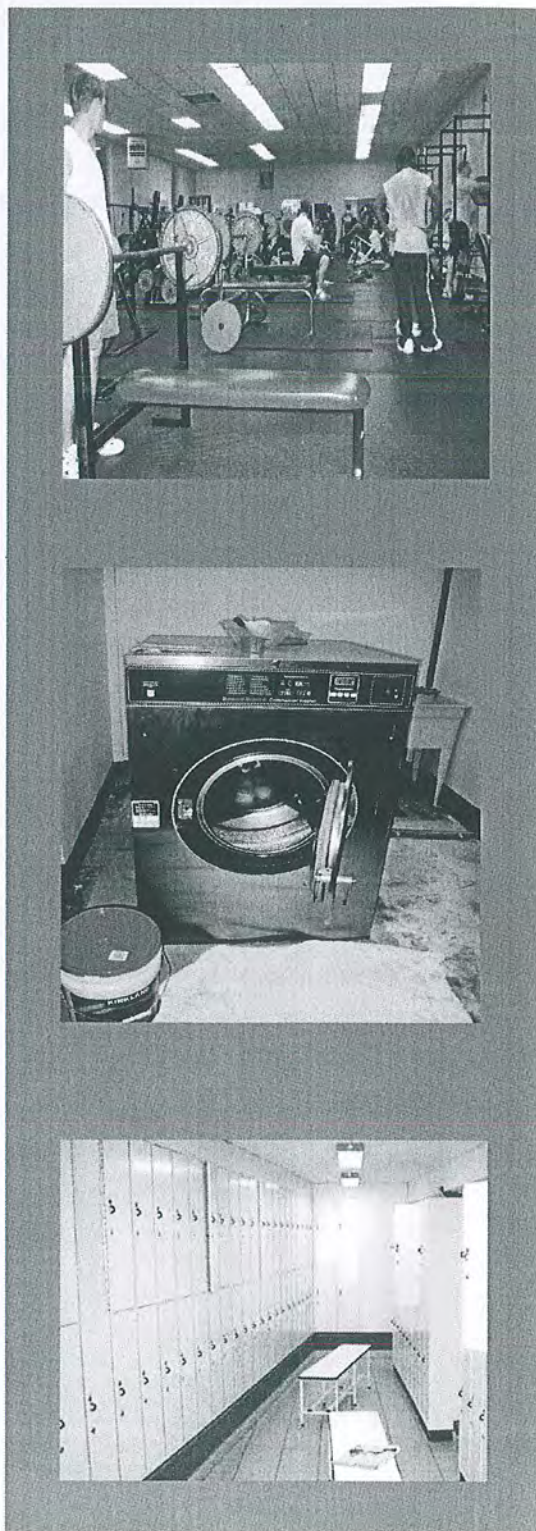


**If you have any of these signs
or symptoms, seek medical
attention immediately.**

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.
- Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.
- Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.
- Equipment **MUST** be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.
- Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.
- Wrestling mats **MUST** be cleaned **DAILY** before and after use. This would include use by physical education classes.
- Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.



For more information go to www.cifstate.org and click on the "Health and Safety" box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	Exist (x)	Follow (x)	Needed (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
Notes:			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
Notes:			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ($\geq 60\%$ alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
Notes:			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
Notes:			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

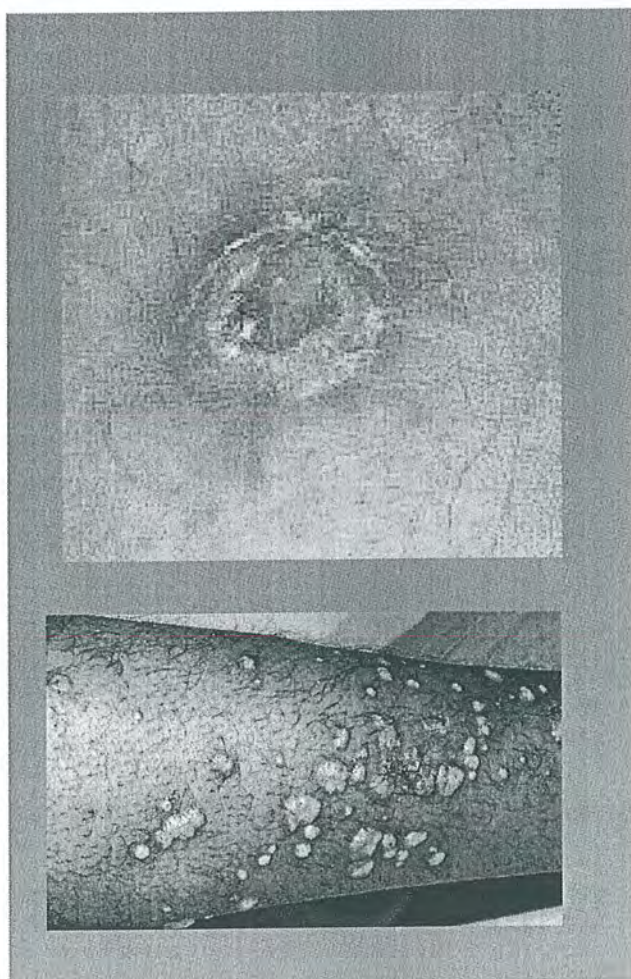
*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.



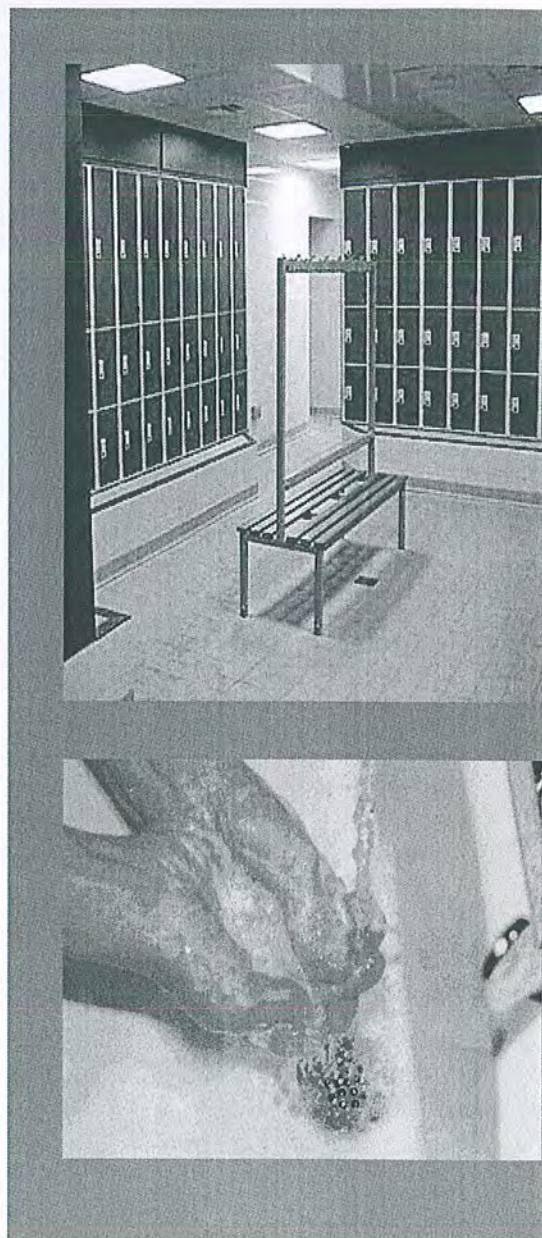
- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

**If you have any of these
signs or symptoms, seek
medical attention
immediately.**

Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

 Print or type name of Parent/Guardian/Caregiver signing below

 Relationship to student

 Signature of Parent/Guardian/Caregiver

Date signed

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

TABLE OF CONTENTS

	<u>Page</u>
PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS.....	3
GENERAL CONSIDERATIONS	3
A. RESPONSIBILITIES OF HOME TEAM.....	3
B. GUIDELINES FOR VISITING TEAMS.....	4
C. GUIDELINES FOR BOTH TEAMS.....	4
PART II: SPECIFIC THREATS.....	5
A. INJURIES AND MEDICAL EMERGENCIES.....	5
B. FIRE.....	5
C. EARTHQUAKE.....	5
D. SEVERE WEATHER.....	7
E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY	7
F. WEAPONS WITHOUT SHOOTING.....	8
G. SUSPICIOUS BEHAVIOR.....	9
H. CHILD ABUSE.....	9
I. PERSONNEL HARASSMENT.....	10
J. POWER OUTAGE.....	10
K. MISSING CHILD.....	10
L. ABDUCTION.....	11
M. CONTROLLED SUBSTANCE (Drugs/Alcohol).....	11
N. SEXUAL HARASSMENT.....	11
O. SEXUAL ASSAULT	12
P. TACTICAL SITUATION.....	12
Q. BOMB THREATS.....	13

GENERAL REMINDERS

|

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field.
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

☐ Not Project Related☒ Project #18-04

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-04

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars One Hundred Twenty Thousand Dollars (\$2,120,000.00) and "Additional Services" for summer school not to exceed One Hundred and Five Thousand (\$105,000.00) and Intersession not to exceed Two Hundred Thousand (\$200,000.00) payable through reimbursement as outlined in Exhibit A-0.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

☐ Not Project Related

☒ Project #18-04

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-04

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

3. Insurance coverage should include:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

4. Workers' Compensation insurance as required by the laws of the State of California.

5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

☐ Not Project Related

☒ Project #18-04

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's 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.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

☐ Not Project Related☒ Project #18-04

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-04

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

(This page is intentionally blank.)



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Purchasing Ordinance Amendment (5/10/10)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That the City Council:

1. Approve the introduction and first reading by title only and waive further reading of an ordinance amending Chapter 4 of the City Code regarding the performance of public projects, the purchase of supplies and equipment, contracting for services, and the leasing of real property;
2. Adopt a resolution repealing former purchasing and procurement resolutions; and
3. Repeal the City's current Purchasing Manual.

BACKGROUND:

In 2017, Ordinance Number 2920 amended the purchasing chapter of the City Code, which is Chapter 4, to define and update the procurement of public projects. This ordinance gave the City Manager authority to approve certain public project contracts. At the time, the City Council was told another ordinance would be forthcoming regarding the rest of procurement-related activities, updating the City Code to current industry standards and providing consistency in the procurement processes. Thereafter, the City hired a Purchasing Manager to centralize the City's procurement activities and to capitalize the cost savings through aggregate spend and cooperative purchases. Part of the Purchasing Manager's duties was to update the City Code provisions, some of which date back to 2000, regarding procurement that were not updated by Ordinance Number 2920.

New Purchasing Ordinance (5/10/10)

June 12, 2018

Page 2

Currently, the City has procurement rules in City Code Chapter 4, the Purchasing Manual, the Administrative Manual, and a variety of purchasing resolutions and policies. These documents are inconsistent, cumbersome, and outdated.

DISCUSSION:

The intent of this proposed ordinance is threefold. First, this ordinance is supposed to update the City Code to the most recent government procurement industry standards. Second, the ordinance is supposed to provide additional efficient procedures for the purchase of supplies, services, equipment, and leases, with defined procedures to be captured in a new purchasing manual to be adopted and implemented by the Purchasing Manager at a later date. Third, this ordinance is intended to replace the former one and all related resolutions, policies, the Purchasing Manual such that all procurement-related rules are located in this ordinance (with related procedures in the Purchasing Manager's new purchasing manual); this will simplify, clarify and make more transparent the City's procurement processes.

Both the proposed and current purchasing ordinances are included in this report as Attachments 1 and 2, respectively. Staff would normally run a redline showing a comparison of the two, but the new ordinance is really an overhaul of the old one, so there are many changes. The main changes include the following:

1. The City need not advertise or obtain bids when the order does not exceed \$5,000 per vendor or consultant per fiscal year (or, in the case of public projects, per project). The prior limit was \$2,500, which was set by Resolution Number 13932 and adopted in 2010, but that cap was not limited per vendor or consultant per fiscal year.

2. Except when services, equipment, or supplies can be obtained only from one source or when the Purchasing Manager determines that obtaining bids and price quotations is not in the City's best interest, the procurement of services, equipment, or supplies over \$5,000 and up to \$100,000 requires staff to obtain an informal solicitation; such solicitations shall require informal competition by written proposals, bids or quotations, and the City Manager or Purchasing Manager may award to the vendor offering the most acceptable proposal, bid or quotation. Public projects over \$5,000 and up to \$45,000 will require at least three bids, and those over \$45,000 and up to \$100,000 follow State law requirements, including posting in construction journals; the City Manager, Purchasing Manager or Public Works Director may award to the lowest responsive bidder.

3. All purchases in excess of \$100,000 and up to \$175,000 (which upper limit is contingent upon a State law limit for public projects; when that State law limit is increased, the City's limit will automatically increase as well) for services, equipment, or supplies shall require formal solicitation (but not public projects, which shall require informal solicitation) processes through the Purchasing Division of the Finance Department. In a formal solicitation for all but public projects, the Purchasing Manager shall have the option of advertisement through several

methods: notice may be published in a local newspaper, an e-procurement website, and/or any other recognized method of advertising. Upon the receipt of a solicitation in all such cases, the City Manager shall have the final approval of the award of the contract.

4. All procurements in excess of \$175,000 (or the State law limit) for services, equipment, supplies or public projects shall require formal solicitation processes through the Purchasing Division of the Finance Department. For public projects, this includes notice published in a local newspaper. Such solicitations shall be brought to the City Council for award after review by an evaluation committee, if appropriate, in cooperation with the Purchasing Manager. Attachment 3 summarizes the proposed ordinance's bidding requirements and who can award and execute purchase orders and contracts.

5. Other than for public projects, in determining the most responsive and responsible bidder, the Purchasing Manager shall take into consideration the best value opportunities. The term "best value," which is commonly used in the industry, means the greatest overall benefit for the City, where price, quality, durability, servicing, delivery time, standardization, and possibly other factors are considered in the evaluation and selection process to minimize negative impacts and enhance the long-term performance and value of a solicitation submission.

6. The ordinance provides the City Manager and Purchasing Manager the latitude for award of a purchase order or contract for any service, equipment, or supplies needed in urgent situations (but not public projects, which have specific emergency requirements in State law). Urgent situations are defined in the ordinance as those in which (1) time does not permit obtaining quotations, bids or proposals and (2) either public interest and necessity demand immediate action to safeguard life, health or property or to mitigate severe economic expenses.

7. Procurement of all supplies, equipment, and professional services over \$5,000 per vendor per fiscal year would require a purchase order or contract. For trade services and public projects, contracts would be required if over \$1,000 per vendor per fiscal year; this is because some trade services and most public projects require the payment of prevailing wages. Prevailing wages are triggered for certain services over \$1,000, but the analysis of which services this applies to is complex and, thus, is being centralized. Where the payment of prevailing wages is required, the City must list specific provisions in this regard to the contractor in writing.

8. The City Manager or Purchasing Manager may: approve and execute any change order that, collectively with all other change orders on the project, does not exceed contingency amount; and for on-call contracts, issue all task orders up to the total contract amount. For public projects (i.e., construction, repair), the Public Works Director may also approve and execute change orders and task orders.

9. A purchase order, contract, or task order for legal services or services relating to legal matters may be awarded and executed by the City Attorney up to \$175,000 (again, subject to increase if State law changes). If such a purchase order, contract or task order is over \$175,000, the City Attorney and the most senior available member of the City Council must jointly award

and execute it.

10. A purchase order, contract, or task order relating to a confidential ongoing investigation or other confidential police business may be awarded and executed jointly by the Police Chief and City Manager up to an annual authorization of \$175,000 (again, subject to increase if State law changes). If such a purchase order, contract or task order is over \$175,000, the City Manager and the most senior available member of the City Council must jointly award and execute it.

11. In all purchase orders for supplies and equipment, and in all contracts for services that require supplies and equipment, requiring a particular brand or trade name (such as Nike or Adidas) will not be permissible unless the individual or entity with the authority to award that purchase order or contract determines that the purchase of supplies or equipment of a particular brand or trade name are for a valid purpose or the Purchasing Agent finds that this specific brand or trade name is required for a field test or experiment, to match other existing supplies or equipment, to obtain sole source supplies or equipment, or when an emergency has been formally declared.

12. Each department must provide the Purchasing Manager with an annual report listing all procurements awarded and/or executed by that department within that reporting period.

13. The City will no longer be limited in the duration of contracts. The City may enter into a contract for a term consistent with the industry standard term for that particular commodity or service.

In addition to amending the City's purchasing ordinance, staff recommends adopting the resolution in Attachment 4 that repeals all prior procurement resolutions. Staff further recommends repealing the current Purchasing Manual. There are also portions of the City's Administrative Manual that relate to procurement: more specifically, Sections D-7, D-15, D-18, and D-21 (included in this report as Attachments 5 through 8, respectively). At this time, staff recommends keeping those Administrative Manual sections, but where there is inconsistency between those sections and the new purchasing ordinance, the new ordinance shall govern. After the new purchasing ordinance is adopted, the Purchasing Manager shall draft a new purchasing manual to provide procedures for implementation of the purchasing ordinance. She will consider including various portions of the City's Administrative Manual that relate to procurement into her new purchasing manual and at that time might recommend to the City Manager repeal of those Administrative Manual sections.

The Fiscal Policy Task Force (FPTF) heard a presentation on the proposed ordinance on March 14, 2018. Mayor Flynn noted that, with an internal auditor and a paper trail, he endorses the new ordinance. Councilmember MacDonald commented that he liked the Code of Conduct that the Purchasing Manager is implementing, which requires staff to sign off on a lack of conflicts of interest and an adherence to procurement procedures before participating in evaluating a proposal. Councilmember MacDonald also said he was comfortable with the \$175,000 limit for staff authorization of contracts and purchase orders so long as there is a paper trail. The FPTF

New Purchasing Ordinance (5/10/10)

June 12, 2018

Page 5

recommended that the draft ordinance be brought to the City Council.

FISCAL IMPACTS:

Other than a savings in staff costs and staff time for not having to bring purchase orders or contracts under \$175,000 to the City Council for award, there are no significant fiscal impacts associated with the proposed amendment to the City's purchasing system. Applicants, however, will see a slight reduction in processing costs if this ordinance amendment is approved.

<INSERT BODY HERE>

ATTACHMENTS:

Attachment 1 - Proposed Purchasing Ordinance

Attachment 2: Current Purchasing Ordinance

Attachment 3: Proposed Purchasing Ordinance Summary Chart

Attachment 4: Proposed Purchasing Resolution

Attachment 5: Administrative Manual Section D-7

Attachment 6: Administrative Manual Section D-15

Attachment 7: Administrative Manual Section D-18

Attachment 8: Administrative Manual Section D-21

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE CHAPTER IN THE CITY CODE REGARDING PROCUREMENT, SALES AND RELATED CONTRACTING

WHEREAS, the City Council wishes to update the City's procurement, surplus sales and related contracting system.

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

Part 1: Oxnard City Code Chapter 4 is hereby repealed in its entirety and replaced as follows:

"CHAPTER 4: PUBLIC PROJECTS; PURCHASING AND CONTRACTING

ARTICLE I. GENERAL PROVISIONS

- 4-1. Definitions
- 4-2. Purpose
- 4-3. Purchasing Agent
- 4-4. Conflict
- 4-5. Exemptions
- 4-6. No obligation to contract

ARTICLE II. PUBLIC PROJECTS

- 4-10. Uniform Public Construction Cost Accounting Act
- 4-11. Tier 1 public projects
- 4-12. Tier 2 public projects
- 4-13. Tier 3 public projects
- 4-14. Rejecting all bids
- 4-15. Bonds
- 4-16. Contracts
- 4-17. Task orders
- 4-18. Change orders
- 4-19. Emergencies

ARTICLE III. SUPPLIES AND EQUIPMENT

- 4-30. Applicability
- 4-31. Bids required
- 4-32. Brand and trade names
- 4-33. Informal solicitation
- 4-34. Formal solicitation
- 4-35. Publication
- 4-36. No responsive bids
- 4-37. Receipt or rejection of bids
- 4-38. Purchase orders and contracts

- 4-39. Purchase orders pursuant to contract
- 4-40. Change orders
- 4-41. Urgency

ARTICLE IV. TRADE AND PROFESSIONAL SERVICES

- 4-50. Applicability
- 4-51. (Reserved for living wage policy)
- 4-52. Bids or proposals
- 4-53. Brand and trade names
- 4-54. Informal solicitation
- 4-55. Formal solicitation
- 4-56. Publication
- 4-57. Receipt or rejection of bids or proposals
- 4-58. Contracts
- 4-59. Task orders
- 4-60. Change Orders
- 4-61. Urgency

ARTICLE V. ADDITIONAL PROCEDURES

- 4-70. Regular reporting
- 4-71. Small local business purchasing preference program
- 4-72. Annual authorization
- 4-73. Approval as to form
- 4-74. Contract term
- 4-75. Immediate need
- 4-76. Real property
- 4-77. Credit cards

ARTICLE VI. SALE OF SUPPLIES, EQUIPMENT AND SERVICES

- 4-80. Sale of supplies, equipment and services

ARTICLE I. GENERAL PROVISIONS

SEC. 4-1. DEFINITIONS.

For the purposes of Chapter 4, the following definitions and rules shall be observed, unless such would be inconsistent with the manifest intent of the City Council:

A. **ANNUAL AUTHORIZATION** – The maximum annual value that the City Council delegates to an individual to award and execute a purchase order or contract per vendor or consultant.

B. **ANNUAL VALUE** – The value of the contract per year, or if the contract does not list an annual amount, the total value of the contract divided by the number of years in the term of that contract.

C. **BEST VALUE** – The expected outcome of a solicitation that in the City's estimation will provide the greatest overall benefit in response to the requirement, where price, quality, durability, servicing, delivery time, standardization, and/or other factors outlined in the

Purchasing Manual are considered in the evaluation and selection process to minimize negative impacts and enhance the long-term performance and value of a solicitation submission.

D. EMERGENCY –

1. Regarding public projects, as defined in this Chapter, the meaning provided in California Public Contract Code Section 22050.

2. Regarding all procurement unrelated to public projects, a condition or possible safety situation which makes bidding procedures, either formal or informal, impractical or not in the best interests of the City.

E. FORCE ACCOUNT – Work performed on public projects using internal City resources, including but not limited to labor, equipment, materials, supplies and subcontracts of the City.

F. FORMAL SOLICITATION – A bid or proposal that must be submitted in a sealed envelope by mail, hand delivery or email or other electronic means, and in conformance with a prescribed format to be opened in public at a specified date and time or evaluated as delineated in the solicitation released, as established in the Purchasing Manual.

G. INFORMAL SOLICITATION – A competitive bid, price quotation, or proposal for any procurement other than a public project that is conveyed by mail, fax, email or other electronic means, or other written manner that does not require a sealed bid or proposal, public opening or other formalities.

H. MAINTENANCE or MAINTENANCE WORK – The meaning provided in California Public Contract Code Section 22002(d) and 8 CCR 16000.

I. NEGOTIATED CONTRACT – A contract in an amount up to \$100,000 that is awarded on the basis of a direct contract with a contractor, vendor or consultant without going through the competitive bidding process.

J. PRINCIPAL BUSINESS OFFICE – The place where the principal officers or owners generally transact business, where reports are prepared, from which orders and payments are made, and which the business represents to government authorities as its principal office or principal place of business.

K. PROFESSIONAL SERVICES – All services performed by persons or firms in a professional occupation, including, but not limited to, consulting and performance services for accounting, financial, economic, auditing, redevelopment, computer hardware and software support, engineering, architectural, landscape architectural, planning, environmental, land surveying, construction project management, personnel, social services, animal control, lobbying, grant-writing, legal, management, communication and other similar professional functions.

L. PURCHASING AGENT – An employee whose responsibility it is to procure all supplies, equipment, public projects and services for the City, or that employee's designee(s).

M. PURCHASING MANUAL – The purchasing policies and procedures manual for the purpose of implementation of this Chapter, as drafted, amended and adopted by the Purchasing Agent.

N. PUBLIC PROJECT – The meaning provided in California Public Contract Code Section 22002(c).

O. SMALL LOCAL BUSINESS – A business entity that has for at least 36 months immediately preceding submittal of its bid held a current business license issued by the City and

maintained its principal business office within the City's geographic boundaries, has average annual gross receipts of \$20,000,000 or less over the 36 months immediately preceding submittal of its bid, and employs fewer than 100 employees, at least 50% of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

P. **TRADE SERVICE** – A service that is not affiliated with a public project and either:

1. Does not require specialized skill or certification, including but not limited to janitorial or maintenance work; or
2. Requires manual skills and special training but not particular education or degrees, including but not limited to mechanical or plumbing services.

SEC. 4-2. PURPOSE.

A. The purpose of this Chapter is to ensure that the City establishes an efficient centralized procurement system and that goods, materials, public projects and services are procured at fair and competitive prices.

B. This Chapter provides procedures for the performance of public projects, the purchase of supplies and equipment, and contracting for services.

C. This Chapter shall be interpreted and construed to be consistent with state law.

SEC. 4-3. PURCHASING AGENT.

Except as otherwise ordered by City Council, the Purchasing Agent shall provide the services stated in this Chapter on behalf of all City departments. In the performance of his or her duties, the Purchasing Agent shall comply with applicable law and City Council orders, including limitations on purchasing procedures. The Purchasing Agent may:

- A. Prepare and issue all solicitations.
- B. Issue a purchase order or award and execute a contract for procurement required by any City department in accordance with procedures prescribed by this Chapter up to the Purchasing Agent's annual authorization.
- C. Amend any contract for supplies, equipment and services in any way that does not change the annual value, including but not limited to amendments extending the contract term, changing a vendor, contractor or consultant's legal name, or authorizing higher costs and rates.
- D. Negotiate and recommend award of contracts for the purchase of supplies, equipment and services.
- E. Act to procure for the City the needed quality in supplies, equipment, and services at the best value to the City.
- F. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.
- G. Prepare and maintain for the City Manager the Purchasing Manual, Procurement Card Manual, and recommend revisions to both of these documents.
- H. Keep informed of current developments in the field of purchasing, prices, market conditions and new products.
- I. Maintain such forms as reasonably necessary to the operation of this Chapter and other rules and regulations.

J. Recommend to the City Manager the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any department or which have become unsuitable for City use.

K. Use cooperative purchasing, whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant.

L. “Piggyback,” whereby the City utilizes another agency or jurisdiction’s solicitation results but enters into a separate contract or issues a separate purchase order with the vendor.

M. Award a negotiated contract when the Purchasing Agent determines that obtaining bids, quotations and proposals is not in the City’s best interest.

N. Develop and maintain a list of contractors, vendors and professionals identified according to categories of work.

O. Prequalify or prescreen contractors, vendors and consultants.

P. Maintain a list of the construction trade journals, as determined for the County by the California Uniform Construction Cost Accounting Commission, to which the City must deliver notice of all informal and formal construction contracts being bid for work within the County.

SEC. 4-4. CONFLICT.

A. The provisions of this Chapter shall not apply to the extent that they conflict, and shall be interpreted and construed to be consistent, with any applicable State or federal laws or regulations or the terms and conditions of any grant, contract, gift or bequest otherwise consistent with law.

B. Any evaluation or selection practice under this Chapter that would result in unlawful activity including, but not limited to, any rebate, kickback or unlawful consideration is expressly prohibited. Any award of a contract where a public official has used his or her official position to influence a governmental decision in which he or she knows or has reason to know that he or she has a financial interest in any person or entity who seeks such a contract or in the outcome of the selection process in any way, is expressly prohibited.

C. Prior to participating in any procurement, a staff member will have to state the nature and length of his or her relationship, if any, to all bidders or proposers as well as any other personal interest in the outcome of the solicitation. A staff member must immediately notify the Purchasing Agent and not review any materials or attend any meetings regarding the procurement until further instruction from the Purchasing Agent if that staff member has, or reasonably should know that he or she has, a prior relationship or personal interest in the outcome of the solicitation

SEC. 4-5. EXEMPTIONS.

A. The City Manager may authorize, in writing, any department to procure specified supplies, equipment, public projects and services independently of the Purchasing Agent.

B. The following are exempted from obtaining competitive bids and proposals:

1. Contracts unrelated to the procurement of goods, materials, public projects or services
2. Advertising (e.g., air time and newspaper and magazine advertising space, but not including advertising agencies or design services)

3. Bank service fees
4. Government printed publications
5. Common carrier transportation
6. Travel payments directly to a hotel, motel, airline or other transportation (but not a conference or meeting room rental)
7. Insurance
8. Memberships to professional organizations
9. Credit card payments to a bank
10. Contracts with other governmental entities
11. Permit fees including but not limited to those to another governmental agency for operation of a City utility
12. Postage and United States Postal Service post office box fees (not private mail companies)
13. Real property purchases, escrow fees and lease payments
14. Subscriptions to publications
15. Any utilities the City uses, including but not limited to payments for electricity or gas
16. Voting materials
17. Any other procurement exempted from bids or proposals in State or federal law
18. Legal brief printing and transcription
19. Legal services and services relating to legal matters
20. Anything relating to a confidential ongoing police investigation and to other confidential police business

C. A purchase order, contract, or task order for legal services or services relating to legal matters may be awarded and executed by the City Attorney up to an annual authorization in the amount listed in California Public Contract Code Section 22032(b), as may be changed from time to time, or may be awarded and executed jointly by the City Attorney and the most senior available member of the City Council if over that amount.

D. A purchase order, contract, or task order relating to a confidential ongoing police investigation or other confidential police business may be awarded and executed jointly by the Police Chief and City Manager up to an annual authorization in the amount listed in California Public Contract Code Section 22032(b), as may be changed from time to time, or may be awarded and executed jointly by the City Manager and the most senior available member of the City Council if over that amount.

SEC. 4-6. NO OBLIGATION TO CONTRACT

Nothing in this Chapter shall require the City to authorize any purchase order or enter into any contract with any person or firm.

ARTICLE II. PUBLIC PROJECTS

SEC. 4-10. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT.

The City Council has elected to subject the City to the Uniform Public Construction Cost Accounting Act (California Public Contract Code Sections 22000 *et seq.*) in the performance of

public projects. The procedures contained in this Chapter are intended to implement and be consistent with such Act.

SEC. 4-11. BIDS REQUIRED.

A. Other than for public projects in the amount listed in California Public Contract Code Section 22032(a), as may be changed from time to time, that are performed by force account, price quotations or bids shall be obtained for all public projects that cost over \$5,000.

B. The Purchasing Agent, Public Works Director and City Manager each may procure, without public bidding, public projects that cost up to \$5,000.

SEC. 4-12. TIER 1 PUBLIC PROJECTS.

A. A public project in the amount listed in California Public Contract Code Section 22032(a), as may be changed from time to time, and costing over \$5,000 that is not performed by force account requires at least three written bids. The Purchasing Agent shall use his or her discretion if three written bids cannot be obtained.

B. The Purchasing Agent, Public Works Director and City Manager each may each award and execute such a contract.

SEC. 4-13. TIER 2 PUBLIC PROJECTS.

A. A public project in the amount listed in California Public Contract Code Section 22032(b), as may be changed from time to time, shall be bid out using the informal bidding procedures contained in California Public Contract Code Section 22034. Notice shall be provided in accordance with California Public Contract Code Section 22034(a)(2). The Purchasing Agent and Public Works Director may award and execute Tier 2 public project contracts up to \$100,000; the City Manager may award and execute any Tier 2 public project contracts.

B. If all bids received are in excess of the amount listed in California Public Contract Code Section 22032(b), as may be changed from time to time, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract up to the higher amount listed in California Public Contract Code Section 22034(d) to the lowest responsible bidder if the Council determines the City's cost estimate was reasonable.

SEC. 4-14. TIER 3 PUBLIC PROJECTS.

A. A public project in the amount listed in California Public Contract Code Section 22032(c), as may be changed from time to time, shall be bid out using the formal bidding procedures contained in California Public Contract Code Section 22037.

B. The City Engineer shall adopt plans, specifications and working details for all Tier 3 public projects.

SEC. 4-15. REJECTING ALL BIDS.

The Purchasing Agent may at any time reject all bids.

SEC. 4-16. BONDS.

In awarding a contract involving an expenditure in excess of the amount listed in California Civil Code Section 9550, the City shall require both faithful performance and payment bonds, each in the amount required by California Civil Code Section 9554. Such bonds shall be issued by an admitted surety insurer.

SEC. 4-17. CONTRACTS.

Any public project over the amount listed in California Labor Code Section 1771, as may be amended from time to time, per contractor shall be made by contract.

SEC. 4-18. TASK ORDERS.

The Purchasing Agent, Public Works Director and City Manager each may approve and execute any task order thereto that, collectively with all other task orders on the project, does not exceed the total contract value previously approved for the project.

SEC. 4-19. CHANGE ORDERS.

The Purchasing Agent, Public Works Director and City Manager each may award and execute any change order to a contract that, collectively with all other change orders on the project, does not exceed the contract plus contingency amount, if any, previously approved for the project.

SEC. 4-20. EMERGENCIES.

A. In cases of emergency, including but not limited to states of emergency defined in California Government Code Section 8558, when repair or replacements are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the City Council, by contractor, or by a combination of the two. California Public Contract Code Section 22050 shall apply when a notice for bids to let contracts is not given.

B. The City Manager and Purchasing Agent each may order any action pursuant to California Public Contract Code Section 22050.

ARTICLE III. SUPPLIES AND EQUIPMENT**SEC. 4-30. APPLICABILITY.**

This Article shall not apply to supplies or equipment associated with a public project.

SEC. 4-31. BIDS REQUIRED.

A. Except when the supplies or equipment can be obtained from only one source or when the Purchasing Agent determines that obtaining bids and price quotations is not in the City's best interest, at least three written price quotations or bids shall be obtained for all purchases or leases of supplies or equipment that collectively cost over \$5,000 per vendor or consultant, per fiscal year. The Purchasing Agent shall use his or her discretion if quotes and bids should not or cannot be obtained.

B. The Purchasing Agent and the director of each department may procure, without public bidding, purchases or leases of supplies or equipment that collectively cost up to \$5,000 per vendor or consultant, per fiscal year.

SEC. 4-32. BRAND AND TRADE NAMES.

A. A request for quotations or bids shall not be drafted calling for designated supplies and equipment by specific brand or trade names unless immediately followed by the words “or equal” so that bidders may furnish any equal supplies or equipment. A request to substitute equivalent supplies or equipment must be in writing and submitted by the time listed in the request for quotations or bids, or if no such time is written therein, with the quotation or bid submission. A request to substitute equivalent supplies or equipment must include all data necessary to demonstrate acceptability. The burden of proof as to the comparative quality and suitability of the alternative supplies or equipment shall be upon the bidder, and the bidder shall furnish, at his, her or its own expense, all information necessary or related thereto as required by the Purchasing Agent.

B. Subsection (A) is not applicable if:

1. The Purchasing Agent makes a written finding in the request for quotations or bids that particular supplies or equipment are designated by specific brand or trade names for any of the following purposes:

a. In order that a field test or experiment may be made to determine the supply or equipment’s suitability for future use.

b. In order to match other supplies or equipment in use on a particular project either completed or in the course of completion or on a service already provided or being provided.

c. In order to obtain necessary supplies or equipment that are only available from one source.

d. In order to respond to an emergency declared by the City, the State, a State agency, a political subdivision of the State or the federal government.

2. The individual or entity with the authority to award a purchase order or contract determines that the purchase of supplies or equipment of a particular brand or trade name are for a valid purpose.

SEC. 4-33. INFORMAL SOLICITATION.

The Purchasing Agent shall perform informal solicitations for the purchases of supplies and equipment (unrelated to a public project) up to \$100,000.

SEC. 4-34. FORMAL SOLICITATION.

The Purchasing Agent shall perform formal solicitations for the purchases of supplies and equipment (unrelated to a public project) over \$100,000.

SEC. 4-35. PUBLICATION.

Notice inviting bids shall be published either in a newspaper of general circulation, an e-procurement website, and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable State law. It shall be the

responsibility of the Purchasing Agent to encourage as wide a response as possible from prospective vendors.

SEC. 4-36. NO RESPONSIVE BIDS.

When no responsive bids are received, the Purchasing Agent may elect to award and execute a negotiated contract. The Purchasing Agent is authorized to negotiate for a written bid, and if the bid is for an amount over the City Manager's annual authorization, this contract shall be presented to the City Council for award and to the most senior available member of the City Council for execution.

SEC. 4-37. RECEIPT OR REJECTION OF BIDS.

- A. The City may accept a bid or proposal on the basis of the lowest bid or the best value.
- B. If two or more bids received are for the same total amount or unit price, the City may accept the one it chooses on the basis of the lowest bid made by negotiation or the best value.
- C. The Purchasing Agent may at any time reject all bids.

SEC. 4-38. PURCHASE ORDERS AND CONTRACTS.

- A. Any supplies and equipment over \$5,000 per vendor per fiscal year shall be made only by a purchase order or contract.
- B. Every purchase order or contract shall be awarded either to the most responsive, responsible bidder, or to the bidder offering the best value.

SEC. 4-39. PURCHASE ORDERS PURSUANT TO CONTRACT.

Where a contract has been awarded, the Purchasing Agent and City Manager each may award and execute any purchase order thereto that, collectively with all other purchase orders, does not exceed the total contract value.

SEC. 4-40. CHANGE ORDERS.

The Purchasing Agent and City Manager each may approve and execute any change order to a purchase order or contract that, collectively with all other change orders on the project, does not exceed the contract plus contingency amount, if any, previously approved for the purchase or lease of supplies or equipment.

SEC. 4-41. URGENCY.

Sections 4-31 through 4-37 shall not apply to a situation that, at the City Manager's discretion:

- A. Does not permit obtaining price quotations or bids; and
- B. Public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property or to mitigate severe economic expenses.

ARTICLE IV. TRADE AND PROFESSIONAL SERVICES

SEC. 4-50. APPLICABILITY.

This Article shall not apply to trade or professional services associated with a public project.

SEC. 4-51. (RESERVED FOR LIVING WAGE POLICY)

SEC. 4-52. BIDS OR PROPOSALS REQUIRED.

A. Except when the service can be obtained from only one source or when the Purchasing Agent determines that obtaining price quotations, bids and proposals is not in the City's best interest, at least three written price quotations, bids or proposals shall be obtained for all trade or professional services that collectively cost over \$5,000 per vendor or consultant, per fiscal year. The Purchasing Agent shall use his or her discretion if price quotations, bids and proposals should not or cannot be obtained.

B. The Purchasing Agent and the director of each department each may procure, without public bidding, trade or professional services that collectively cost up to \$5,000 per vendor or consultant, per fiscal year.

SEC. 4-53. BRAND AND TRADE NAMES.

A. A request for quotations, bids or proposals regarding a service shall not be drafted calling for designated supplies and equipment by specific brand or trade names to be used in providing that service unless immediately followed by the words "or equal" so that bidders or proposers may furnish any equal supplies or equipment in providing that service. A request to substitute equivalent supplies or equipment must follow the process outlined in Section 4-22, and the burden of proof is likewise on the bidder or proposer as explained in that Section.

B. Subsection (A) is not applicable if any exemption listed in Section 4-22 applies.

SEC. 4-54. INFORMAL SOLICITATION.

The Purchasing Agent shall perform informal solicitations for the purchases of trade and professional services (unrelated to a public project) up to \$100,000.

SEC. 4-55. FORMAL SOLICITATION.

The Purchasing Agent shall perform formal solicitations for the purchases of supplies and equipment (unrelated to a public project) over \$100,000.

SEC. 4-56. PUBLICATION.

Notice inviting bids or proposals shall be published either in a newspaper of general circulation, an e-procurement website, and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable State law. It shall be the responsibility of the Purchasing Agent to encourage as wide a response as possible from prospective vendors or consultants.

SEC. 4-57. RECEIPT OR REJECTION OF BIDS OR PROPOSALS.

- A. The City may accept a bid or proposal on the basis of the lowest bid or the best value.
- B. In the case of bids for price only, if two or more bids received are for the same total amount or unit price, the City may accept the one it chooses on the basis of the lowest bid made by negotiation or the best value.
- C. The Purchasing Agent may reject all bids or proposals.

SEC. 4-58. CONTRACTS.

- A. Any trade services over the amount listed in California Labor Code Section 1771, as may be amended from time to time, per vendor per fiscal year shall be made only by contract. Every contract shall be awarded either to the most responsive, responsible bidder or on the basis of demonstrated competence and on the qualifications necessary for the satisfactory performance of the services.
- B. Any professional services over \$5,000 per consultant per fiscal year shall be made only by contract. Every contract shall be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services.

SEC. 4-59. TASK ORDERS.

The Purchasing Agent and City Manager each may approve and execute any task order that, collectively with all other task orders, does not exceed the total contract value previously approved for the trade or professional service.

SEC. 4-60. CHANGE ORDERS.

The Purchasing Agent and City Manager each may approve and execute any change order to a contract that, collectively with all other change orders related to that contract, does not exceed the contract plus contingency amount, if any, previously approved for this procurement. Once the contract plus contingency amount is met, any further change orders shall be submitted for approval by the City Council.

SEC. 4-61. URGENCY.

Unless otherwise required by law, Sections 4-52 through 4-57 shall not apply in a situation in which, at the City Manager's discretion:

- A. Does not permit obtaining price quotations, bids or proposals; and
- B. Public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property or to mitigate severe economic expenses.

ARTICLE V. ADDITIONAL PROCEDURES**SEC. 4-70. REGULAR REPORTING**

Each department shall provide the Purchasing Agent with an annual report listing all procurements awarded and/or executed by that department within that reporting period.

SEC. 4-71. SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM.

A. In cases where the City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "small local business" in this Chapter as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

B. As an alternative to the employment requirements described in the definition of a "small local business," and only with respect to trade services or construction contracts to perform which the contractor intends to hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City. During, or within one year after performance of the contract, the City Manager shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this subsection have not been met or should the contractor not upon request provide documents sufficient for the audit required by this subsection to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this subsection may be reviewed pursuant to Sections 1-55 *et seq.* of the City Code.

C. Subject to review by the City Manager, the requirements to obtain a small local business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

D. The City Manager shall determine whether a business is a small local business under this Section, including whether the principal office of the business is in the City, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in subsection (B) of this Section.

E. The City Manager may adopt or instruct the Purchasing Agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this Section.

F. The provisions of this Section shall not apply when the small local business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

G. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he or she determines has falsely claimed to be a small local business from bidding on City contracts for a period of up to five years. The City Manager's determination may be reviewed pursuant to sections 1-55 *et seq.* of the City Code.

SEC. 4-72. ANNUAL AUTHORIZATION.

A. Other than for the rental, lease or license of real property or a contract related to an exemption listed in Section 4-5, the Purchasing Agent may award and execute any procurement contract or purchase order up to an annual authorization in the amount of \$100,000.

B. Other than for the rental, lease or license of real property or a contract related to an exemption listed in Section 4-5, the City Manager may award and execute any procurement contract or purchase order up to an annual authorization in the amount listed in California Public Contract Code Section 22032(b), as may be changed from time to time.

C. Any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed an individual's annual authorization may be approved and executed by him or her.

D. If an individual has authority to award a purchase order or contract, he or she has the authority to amend such purchase order or contract, provided the total amount of that purchase order or contract and all amendments thereto does not exceed his or her annual authorization.

E. The Purchasing Agent may terminate any purchase order or contract for procurement.

F. It shall be unlawful to split or separate into smaller purchase orders or contracts any procurement for the purpose of evading the provisions of this Chapter.

SEC. 4-73. APPROVAL AS TO FORM.

All purchase orders, contracts, amendments, task orders, change orders and terminations shall be approved as to form by the City Attorney.

SEC. 4-74. CONTRACT TERM.

The City may enter into a contract for a term consistent with the industry standard term for that particular supply, equipment or service.

SEC. 4-75. IMMEDIATE NEED.

Other than for public projects, if the City Council is not in session, or if there exists in the view of the Purchasing Agent an immediate need to do so, a purchase order, contract (including but not limited to a lease or license), change order or task order that otherwise would be submitted to

the City Council may be approved jointly by the City Manager and the most senior available member of the City Council. The City Manager shall place the jointly executed document on the agenda for ratification at one of the next three regular City Council meetings. Any document that is jointly approved in this way shall contain a provision that the authority to perform work under that document will automatically terminate on the date that ratification is denied, if it is.

SEC. 4-76. REAL PROPERTY.

The Purchasing Agent may award and execute up to an annual authorization of \$50,000, and the City Manager may award and execute up to an annual authorization of \$100,000, any contract for the rental, lease or license of real property for periods of time not to exceed three years.

SEC. 4-77. CREDIT CARDS.

City staff may use City-issued credit cards to pay for supplies and equipment purchased for the City and for City-related training and travel. The Purchasing Agent shall develop and maintain a Procurement Card Manual for the issuance, oversight, and use of such credit cards.

ARTICLE VI. SALE OF SUPPLIES, EQUIPMENT AND SERVICES

SEC. 4-80. SALE OF SUPPLIES, EQUIPMENT AND SERVICES.

A. The Purchasing Agent may sell, trade or otherwise dispose of supplies and equipment that are no longer used or have become obsolete or worn out, including awarding and executing contracts to sell, trade in or otherwise dispose of such supplies and equipment.

B. The City Manager may award and execute contracts to provide City staff's trade or professional services to another entity."

Part 2: If for any reason any part of this ordinance is held invalid or unenforceable, the Council intends that the remaining parts of this ordinance remain in effect.

Part 3: Pursuant to California 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 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 15 calendar 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 California Government Code Section 36933. Ordinance No. _____ was first read on _____, 2018, finally adopted on _____, 2018, and will become effective 30 days after final adoption.

APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

Current City Code Chapter 4

ARTICLE I. GENERAL PROVISIONS

SEC. 4-1. PURPOSE; PURCHASING AGENT; CONFLICT.

(A) This chapter provides procedures for the performance of public projects, the purchase of supplies and equipment, and contracting for services.

(B) As used in this chapter, "purchasing agent" means the city manager or the city officer or employee whom the city manager designates in writing as the purchasing agent. The city manager may designate more than one city officer or employee as purchasing agent and may limit the designation to certain types and amounts of awards, contracts and purchases.

(C) The provisions of this chapter shall not apply to the extent that they conflict with any applicable State or federal laws or regulations or the terms and conditions of any grant, contract, gift or bequest otherwise consistent with law.

('64 Code, Sec. 2-93) (Ord. No. 2332, 2520)

SEC. 4-2. SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM.

(A) In cases where the city code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "small local business" in this section as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

(B) SMALL LOCAL BUSINESS - A business entity that has for at least 36 months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and has average annual gross receipts of \$20,000,000 or less over the 36 months immediately preceding submittal of its bid, and that employs fewer than 100 employees at least 50% of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

(C) As an alternative to the employment requirements described in subsection (B) of this section, and only with respect to trade services or construction contracts to perform which the contractor intends to hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the city manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the city all documents (including subcontractors'

records) appropriate to perform such an audit. Should it be determined after such audit by the city manager that the requirements of this subsection (C) have not been met or should the contractor not upon request provide documents sufficient for the audit required by this subsection (C) to be performed, the contractor shall be required to pay upon demand to the city the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a city ordinance. The city manager's determination under this subsection (C) may be reviewed pursuant to sections 1-55 *et seq.* of the city code, enacted by Ord. No. 2840.

(D) (1) **PRINCIPAL BUSINESS OFFICE** - The place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business.

(2) Subject to review by the city manager or designee, the requirements to obtain a small local business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

(E) The city manager or his/her designee shall determine whether a business is a small local business under this section, including whether the principal office of the business is in the city, and whether employees are residents of the city. The city manager's determination shall be final and not appealable under any provision of the city code, except for the determination described in subsection (C) of this section.

(F) The city manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the city manager determines are appropriate to implement the provisions of this section.

(G) The provisions of this section shall not apply when the small local business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the city for the particular project.

(H) In addition to any other consequence which may be imposed for violation of a city ordinance, the city manager may prohibit a business entity which he/she determines has falsely claimed to be a small local business from bidding on city contracts for a period of up to five years. The city manager's determination may be reviewed pursuant to sections 1-55 *et seq.* of the city code, enacted by Ord. No. 2840.

(Ord. No. 2852)

ARTICLE II. PUBLIC PROJECTS

SEC. 4-5. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT.

The city council has elected to subject the city to the Uniform Public Construction Cost Accounting Act (Cal. Pub. Con. Code, Sections 22400 *et seq.*) in the performance of public projects. The procedures contained in this article are intended to implement and be consistent with such Act.

('64 Code, Sec. 2-94) (Ord. No. 2332, 2520)

SEC. 4-6. DEFINITIONS.

For purposes of this article, the following words shall have the following meanings:

- (A) PUBLIC PROJECT - Except for maintenance work, any of the following:
 - (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any facility owned, leased or operated by the city.
 - (2) Painting or repainting any facility owned, leased or operated by the city.
 - (3) The construction, erection, improvement or repair of dams, reservoirs, powerplants and electrical transmission lines of 230,000 volts and higher that are part of a utility system owned by the city.
- (B) MAINTENANCE WORK - "Maintenance work" means any of the following:
 - (1) Routine, recurring and usual work for the preservation or protection for its intended purposes of any facility owned or operated by the city.
 - (2) Minor repainting.
 - (3) Resurfacing at less than one inch deep of streets and highways.
 - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants and servicing of irrigation and sprinkler systems.
 - (5) Work performed to keep, operate and maintain water, power or waste disposal systems owned by the city, including, but not limited to, dams, reservoirs, powerplants and electrical transmission lines of 230,000 volts and higher.
- (C) FACILITY - Any of the following:
 - (1) Any plant, building, structure, ground facility, real property, street, highway or other public work improvement.
 - (2) Any utility system owned by the city, subject to the limitation found in subsection (A)(3) of this section.
- (D) FORCE ACCOUNT - Work performed on public projects using internal city resources, including, but not limited to, labor, equipment, materials, supplies and subcontracts of the city. ('64 Code, Sec. 2-95) (Ord. No. 2332, 2520, 2920)

SEC. 4-7. CONTRACTING PROCEDURES; DOLLAR AMOUNT LIMITATIONS.

- (A) Tier 1: Public projects in the amount listed in Cal. Pub. Con. Code, Section 22032(a) or less, as may be changed from time to time, may be performed by force account, by negotiated contract, or by purchase order. The director of the department in charge of the project is authorized to determine how and by whom the project shall be performed and to execute any contract or purchase order for the project.
- (B) Tier 2: Public projects from in the amount listed in Cal. Pub. Con. Code, Section 22032(b) or less may be contracted for pursuant to the informal bidding procedures contained in section 4-9.
- (C) Tier 3: Public projects of more than the amount listed in Cal. Pub. Con. Code, Section 22032(c) shall be contracted for pursuant to the formal bidding procedures contained in section 4-10.
- (D) The director of the department in charge of the project is authorized to approve and execute any change order thereto that, collectively with all other change orders on the project, does not exceed the contingency amount, if any, previously approved for the project. Once the contingency amount is met, any further change orders shall be submitted for approval by the city council.
- (E) All contracts, purchase orders, terminations, amendments and change orders shall be in a

form approved by the city attorney.

(F) No person shall split or separate any project into smaller work orders or projects for the purpose of evading the provisions of this section requiring work to be done by contract after competitive bidding.

('64 Code, Sec. 2-96) (Ord. No. 2332, 2520, 2533, 2920)

SEC. 4-8. LISTS OF CONTRACTORS AND TRADE JOURNALS.

(A) The purchasing agent shall develop and maintain a list of contractors, identified according to categories of work, in accordance with criteria determined by the California Uniform Construction Cost Accounting Commission.

(B) The purchasing agent shall maintain a list of the construction trade journals, as determined for the county by the California Uniform Construction Cost Accounting Commission, to which the city must deliver notice of all informal and formal construction contracts being bid for work within the county.

('64 Code, Sec. 2-97) (Ord. No. 2332, 2520, 2920)

SEC. 4-9. INFORMAL BIDDING PROCEDURES.

(A) When the city intends to contract for a public project up to such informal bid limit amount as may from time to time be set forth in Cal. Public Contract Code, Section 22032(b) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein, the purchasing agent shall deliver a notice inviting informal bids to all contractors on the list for the category of work being bid, to all construction trade journals on the list, and to such other contractors and trade journals as may be requested by the city staff in charge of the project. However, if a project or service essential to the project is proprietary and can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent only to such contractor or contractors.

(B) All delivery of notices inviting informal bids shall be by any legally permissible method and completed not less than ten calendar days before bids are due.

(C) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and shall state the time and place for the submittal of bids.

(D) The city manager shall award and execute the contract to the lowest responsible and responsive bidder.

(E) A contract adjustment, whether or not labeled a change order, which changes the scope of work by reducing time, material or equipment devoted to one aspect of scope of work or contract line item and increasing time, material and equipment devoted to another aspect or contract line item that, collectively with all other adjustments and change orders on the project, exceeds the contingency amount shall be submitted for approval to the city council. If the city council is not in session or if there exists in the view of the city manager an immediate need to do so, a change order that otherwise would be submitted to the city council may be approved jointly by the city manager and the most senior available member of the city council. The city manager shall place the jointly executed change order on the agenda for ratification at the next regular city council meeting occurring more than five days after execution. All change orders that are jointly approved shall contain a provision that the authority to perform work under the change order will automatically terminate on the date that ratification is denied.

(F) If all bids received are in excess of the informal bid limit amount as may from time to

time be set forth in Cal. Pub. Con. Code, Section 22032(b) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein, the city council may, by adoption of a resolution by a four-fifths vote, award the contract for an amount up to what is listed in Cal. Pub. Con. Code, Section 22034(d), to the lowest responsible bidder, if the city council determines that the city's cost estimate was reasonable.

(G) If no bids are received, the project may be performed by negotiated contract approved by the city manager and executed by the purchasing agent or by city employees by force account. "No bids" means that no bids at all were received or that no bids that conform to the city's specifications were received or that no bids that conform to the city's specifications were submitted by a responsible bidder.

('64 Code, Sec. 2-98) (Ord. No. 2332, 2520, 2533, 2584, 2835, 2920)

SEC. 4-10. FORMAL BIDDING PROCEDURES.

(A) The city engineer shall adopt plans, specifications and working details for all public projects of more than the informal bid limit amount as may from time to time be provided in Cal. Pub. Con. Code, Section 22032(c) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein.

(B) When the city is to contract for a public project of more than the informal bid limit amount as may from time to time be set forth in Cal. Pub. Con. Code, Section 22032(c) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein, the purchasing agent shall prepare a notice inviting formal bids, which shall distinctly describe the project and state the time and place for receiving and opening sealed bids.

(C) At least 14 days before the date of opening the bids, the purchasing agent shall publish the notice in a newspaper of general circulation, printed and published in the city. At least 15 days before the date of opening the bids, the purchasing agent shall deliver the notice to all construction trade journals on the list referred to in subsection (B) of section 4-8. The purchasing agent may also give such other notice as the purchasing agent deems proper.

(D) The purchasing agent may reject any bids received. If, after the first invitation for bids, all bids are rejected, the purchasing agent may, after reevaluating the cost estimates for the project:

- (1) Abandon the project;
- (2) Readvertise for bids; or

(3) Request that the city council adopt a resolution by a four-fifths vote, declaring that the project can be performed more economically by city employees. If such a resolution is adopted, the purchasing agent may have the project completed by force account.

(E) The city council shall award any contract to the lowest responsible and responsive bidder and the purchasing agent is authorized to execute such contract.

(F) If no bids are received, the project may be performed by negotiated contract approved by the city council or by city employees by force account. "No bids" means that no bids at all were received or that no bids that conform to the city's specifications were received or that no bids that conform to the city's specifications were submitted by a responsible bidder.

(G) A contract adjustment, whether or not labeled a change order, which changes the scope of work by reducing time, material or equipment devoted to one aspect of scope of work or contract line item, whether or not deemed a change order, shall, if collectively with all other adjustments and change orders on the project, exceed the contingency amount, be submitted for approval to the city council. If the city council is not in session or if there exists in the view of the city

manager an immediate need to do so, a change order that otherwise would be submitted to the city council may be approved jointly by the city manager and the most senior available member of the city council. The city manager shall place a jointly approved change order on the agenda for ratification at the next regular city council meeting occurring more than five days after execution. All change orders that are jointly executed shall contain a provision that the authority to perform work under the change order will automatically terminate on the date that ratification is denied.

(H) In the event of an emergency or if exigent circumstances exist or in the view of the project manager delay would result in a significant cost to the city, the project manager may direct work to the extent necessary to address the emergency or exigent circumstance or avoid the cost to the city. The project manager shall at the earliest opportunity notify the city manager who shall then contact the senior member of the city council and follow the procedure set forth in subsection (G).

(' 64 Code, Sec. 2-99) (Ord. No. 2332, 2520, 2533, 2584, 2835, 2920)

SEC. 4-11. BID BONDS.

All sealed bids submitted pursuant to section 4-10 must be accompanied by a bid security in an amount equal to at least 10% of the amount bid. A bid shall not be considered unless one of the forms of bid security specified in the Cal. Pub. Con. Code, Section 20170 is enclosed with the bid. If the successful bidder fails to execute the contract, the amount of the bidder's security shall be forfeited to the city, except as provided in the Cal. Pub. Con. Code, Sections 20173 and 20174.

(' 64 Code, Sec. 2-99.1) (Ord. No. 2332, 2520)

SEC. 4-12. PERFORMANCE AND PAYMENT BONDS.

In awarding a contract involving an expenditure in excess of the amount listed in Cal. Civil Code, Section 9550, the purchasing agent shall require both a faithful performance and a payment bond, each in the amount required by Cal. Civil Code, Section 9554. Such bonds shall be issued by an admitted surety insurer and be in the form of a bond, not a deposit in lieu of a bond.

(' 64 Code, Sec. 2-99.2) (Ord. No. 2332, 2520, 2920)

SEC. 4-13. EMERGENCIES.

(A) In cases of emergency, including, but not limited to, states of emergency defined in the Cal. Gov't Code, Section 8558, when repair or replacements to public facilities are necessary, the city council may proceed at once to replace or repair any public facility without adopting plans, specifications or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by a contractor, or by a combination of the two. Cal. Pub. Con. Code, Section 22050 shall apply when notice for bids to let contracts is not given.

(B) The city council delegates to the city manager the authority to order any action pursuant to paragraph (1) of subdivision (a) of the Cal. Gov't Code, Section 22050.

(' 64 Code, Sec. 2-99.3) (Ord. No. 2332, 2520, 2920)

SEC. 4-14. PREQUALIFICATION OF BIDDERS.

(A) The prequalification of bidders may be done in either of two ways:

(1) The purchasing agent may require that contractors desiring to bid on a particular public project be prequalified in respect to experience, specialized skills, quality of work, bonding capacity and having sufficient equipment, resources and personnel. For this type of prequalification, the purchasing agent shall prepare a notice inviting bids, which shall distinctly describe the project, expressly state the prequalification requirement including the standards of responsibility, where the prequalification application is available, the date, place and time to submit the application, and the date, place and time for receiving and opening sealed bids. The notice shall state that, if an appeal is filed from a prequalification decision, bids will remain sealed until final city action is taken on the appeal. The purchasing agent shall provide this notice in the same manner required of projects in that tier.

(2) The purchasing agent may require that prospective bidders prequalify on a quarterly basis; prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. For this type of prequalification, the purchasing agent shall prepare a notice inviting prequalification, which shall generally describe the work and shall expressly state the prequalification requirement including the standards of responsibility, where the prequalification application is available, and the date, place and time to submit the application. The purchasing agent shall provide this notice in the same manner required of any project in that tier.

(B) Application for prequalification.

(1) If the purchasing agent requires prequalification of bidders, a contractor desiring to bid on the public project(s) must submit a properly completed application and be determined to be qualified before that contractor's bid is considered.

(2) The purchasing agent may also require one of the following after accepting a prime contractor's bid:

- (a) Prequalification of all subcontractors.
- (b) Prequalification of subcontractors in certain crafts.
- (c) Post-bid qualification review of subcontractors.

(3) Application signatures must be original and signed in ink under penalty of perjury in the manner designated on the application form by an individual who has the legal authority to bind the contractor (an individual that is listed in the Contractors State License Board's records). If any information provided by a contractor becomes inaccurate, the contractor shall immediately notify the purchasing agent and provide updated accurate information in writing, under penalty of perjury.

(4) If two or more business entities submit a bid as part of a joint venture, each entity comprising the joint venture shall submit an application for prequalification.

(5) Contractors shall submit a prequalification application to the purchasing agent on a form prescribed by the city, and honestly, accurately and completely supply all information requested in the application.

(6) Contractors shall submit the application at the place and time specified in the advertisement for bids. An application will not be considered received until the application is properly completed and includes all required supporting data.

(C) Prequalification determination.

(1) The purchasing agent shall create a standing committee, to be known as the prequalification committee ("the committee"), with primary responsibility and authority to carry out the prequalification procedure.

(2) After receipt of a prequalification application, the committee shall review all

information provided in the application. The committee may contact any person or entity necessary to verify and/or supplement any of the information requested or provided in the application and may review information from published sources of industry information.

(3) Whenever the committee determines that the nature or extent of the information provided in the application is insufficient or indicates that the contractor is not qualified, the committee shall contact the contractor to seek additional information. The contractor shall submit all additional information requested by the committee.

(4) The committee shall evaluate as a whole all the information provided or obtained and determine on a pass-fail basis whether the contractor is qualified.

(5) If the contractor submits a timely and conforming application, the purchasing agent shall notify the contractor in writing. If this prequalification is for a specific project, the purchasing agent's notice shall be given at least five business days before bids are scheduled for opening. The notice shall identify the project and state whether or not the contractor is not qualified. The purchasing agent shall deliver the notice by any legally permissible method.

(6) Bids shall not be opened until all contractors that submitted timely and conforming applications are so notified, and the time to file notices of appeal has expired and the final city action has been taken as to all appeals that were filed.

(7) When bids are opened, only the bids of contractors that were determined to be qualified shall be considered.

(D) Appeal.

(1) A contractor determined to be not qualified may appeal the decision of the committee by delivering a written notice of the appeal to the city manager on or before 5:00 p.m. on the fifth business day after the date that the notice of prequalification was delivered to the contractor. At a minimum, the notice of appeal shall state:

(a) The specific errors that the contractor alleges were made by the city regarding prequalification;

(b) The specific relief sought;

(c) A request to submit additional written materials (if desired);

(d) A request for hearing (if desired), accompanied by the appeal fee set by resolution of the city council; and

(e) Designation of counsel or any other person (if any) who will represent the contractor in the appeal.

(2) Within ten business days of filing the notice of appeal, the contractor and the committee shall deliver to the city manager or his/her designee ("the manager"), and to each other, all written materials that each party contends are necessary for the manager to fairly and objectively evaluate and decide appeal.

(3) If requested by the contractor, a hearing will be conducted within ten business days of the filing of additional written materials by the contractor and/or the committee, whichever occurs later, at a time and place determined by the manager. The manager shall give the parties at least 72 hours advance written notice of the hearing.

(4) The hearing shall be open to the public. The contractor shall first present evidence. Thereafter, the committee may present evidence. The manager shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(5) The manager may leave the record of the appeal open for the submission of further evidence or arguments for up to ten business days after the conclusion of the hearing, or to another date agreed to by the parties. If no hearing was requested, the manager may request the

parties to file additional written materials. The record of the appeal shall close on the date of filing of additional materials by the contractor and the committee, whichever occurs later.

(6) Unless the manager reasonably determines that special circumstances require delay of the decision, the manager shall, within ten business days of the closing of the record:

(a) In writing, affirm, revise, modify, or reverse the previous determination regarding prequalification, making findings supported by substantial evidence that explain the decision; or

(b) Make no written decision, which shall be considered a decision affirming such determination.

(7) On the day the decision is issued, the manager shall provide the decision to the committee and shall deliver the decision by any legally permissible method.

(8) The manager's written decision shall be final city action. If the manager makes no written decision, the previous determination regarding prequalification shall be final city action as of the expiration of the time for the manager's decision.

(9) Judicial review of the manager's decision may be sought in accordance with the Cal. Code of Civil Procedure, Sections 1094.5 and 1094.6. A request for judicial review shall be made in the Superior Court of Ventura County.

(Ord. No. 2627, 2920)

ARTICLE III. PURCHASE OR LEASE OF SUPPLIES AND EQUIPMENT

SEC. 4-20. AUTHORITY TO PURCHASE OR LEASE.

Supplies and equipment may be purchased or leased for the city by the purchasing agent on the request of city staff. The city council shall by resolution adopt procedures for such purchases and leases.

(`64 Code, Sec. 2-99.4) (Ord. No. 2332, 2520)

SEC. 4-21. PURCHASE ORDERS, CONTRACTS AND LEASES.

Purchases and leases of supplies and equipment shall be made only by purchase order or by contract or lease in a form approved by the city attorney. Such purchase orders, contracts or leases and amendments thereto shall be executed as provided in the resolution referred to in section 4-20.

(`64 Code, Sec. 2-99.5) (Ord. No. 2332, 2520, 2714)

SEC. 4-22. BIDS REQUIRED.

Except when the commodity can be obtained from only one source, price quotations or bids shall be obtained for all purchases or leases of supplies or equipment of \$1,000 or more.

(`64 Code, Sec. 2-99.6) (Ord. No. 2332, 2520)

SEC. 4-23. APPLICABILITY.

Section 4-22 shall not apply in an emergency, including, but not limited to, states of emergency defined in Cal. Gov't Code, Section 8558, when the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and time does not permit obtaining price quotations or bids.

(Ord. No. 2520)

ARTICLE IV. CONTRACTING FOR TRADE SERVICES AND PROFESSIONAL SERVICES

SEC. 4-30. DEFINITIONS.

For purposes of this article, the following words shall have the following meanings:

(A) TRADE SERVICES - Services other than professional services.

(B) PROFESSIONAL SERVICES - Services and advice rendered by a specially trained and experienced person, firm or corporation in financial, economic, accounting, architectural, landscape architectural, engineering, environmental, land surveying, construction project management, legal or administrative matters, or other matters requiring the exercise of judgment and discretion and for which price is not the controlling factor in awarding the contract.
(`64 Code, Sec. 2-99.8) (Ord. No. 2332, 2520)

SEC. 4-31. PURCHASE OF TRADE SERVICES.

On the request of city staff, trade services may be purchased for the city in accordance with procedures adopted by resolution of the city council.
(`64 Code, Sec. 2-99.9) (Ord. No. 2332, 2520, 2714)

SEC. 4-32. PURCHASE OF PROFESSIONAL SERVICES.

On the request of city staff, professional services may be purchased for the city in accordance with procedures adopted by resolution of the city council. Additional procedures for contracting for certain professional services are provided in article V.
(`64 Code, Sec. 2-99.10) (Ord. No. 2332, 2520, 2714)

SEC. 4-33. PURCHASE ORDERS OR CONTRACTS REQUIRED.

(A) Every purchase of trade services shall be by purchase order or by contract in a form approved by the city attorney.

(B) Every purchase of professional services shall be by contract in a form approved by the city attorney.

(C) Purchase orders and contracts for trade services or professional services and amendments thereto shall be executed on behalf of the city in accordance with procedures adopted by resolution of the city council.
(`64 Code, Sec. 2-99.11) (Ord. No. 2332, 2520, 2714)

ARTICLE V. CONTRACTING FOR CERTAIN PROFESSIONAL SERVICES

SEC. 4-40. PURPOSE.

The purpose of this article is to ensure that certain professional services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the city and to ensure maximum participation by small business firms.

(`64 Code, Sec. 2-99.12) (Ord. No. 2332, 2520)

SEC. 4-41. DEFINITIONS.

For the purposes of this article, the following words shall have the following meanings:

(A) **SERVICES** - Architectural, landscape architectural, engineering, environmental, land surveying and construction project management services, rendered by private persons or firms, as such services are defined by Cal. Gov't Code, Section 4525.

(B) **SMALL BUSINESS FIRMS** - Those businesses so defined by the California State Director of General Services pursuant to Cal. Gov't Code, Section 14837.
(' 64 Code, Sec. 2-99.13) (Ord. No. 2332, 2520)

SEC. 4-42. APPLICABILITY.

(A) This article shall not apply when the person or body selecting the services determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

(B) This article shall not apply in an emergency, including, but not limited to, states of emergency defined in Cal. Gov't Code, Section 8558, when services are necessary to permit the continued conduct of the operation or services of the city or to avoid danger to life or property and time does not permit following the procedure set out in section 4-44.

(C) This article shall not apply when the services can be obtained from only one source.
(' 64 Code, Sec. 2-99.14) (Ord. No. 2332, 2520)

SEC. 4-43. ACTIVITIES PROHIBITED.

(A) In contracting for services, no person shall engage in practices that might result in unlawful activity including, but not limited to, rebates, kickbacks or other unlawful consideration.

(B) If a city employee has a relationship with a person or business entity seeking a contract for services, and such relationship would subject the employee to the prohibition of Cal. Gov't Code, Section 87100, such employee shall not participate in the process of selecting the contractor for those services. Cal. Gov't Code, Section 87100 provides that no public official at any level of State or local government shall make, participate in the making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest.
(' 64 Code, Sec. 2-99.16) (Ord. No. 2332, 2520)

SEC. 4-44. PROCEDURE.

(A) Services shall be obtained in accordance with the procedures set out in this section.

(B) City staff shall prepare requests for proposals that describe in detail the services sought. Requests for proposals may, but need not, state the amount that has been budgeted for the services. However, requests for proposals for services shall prohibit proposers from providing information as to the cost at which they would provide services.

(C) Requests for proposals shall require proposers to provide information as to their professional experience and qualifications. In addition, requests for proposals for construction project management services shall require proposers to provide evidence that the person or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

(D) Before distributing a request for proposals, city staff shall obtain the purchasing agent's

review and written approval of the request for proposals.

(E) City staff shall distribute requests for proposals widely to persons and firms in the county, and elsewhere as appropriate, that hold themselves out as qualified to provide the services sought. In particular, city staff shall make reasonable efforts to make small business firms located in the county aware of requests for proposals issued by the city for services provided by such firms.

(F) City staff shall determine the best qualified proposers and rank them accordingly. Rankings shall be based on responses to the request for proposals and on any interviews with the proposers that city staff may conduct. Interviews need not be conducted if city staff has sufficient information from the responses to the request for proposals to determine rankings.

(G) City staff shall negotiate for a contract with the first ranked person or firm at a compensation that city staff determines is fair and reasonable to the city. If city staff is unable to negotiate a satisfactory contract with the first ranked person or firm, city staff shall notify such person or firm in writing that negotiations are terminated and shall begin negotiations with the second ranked person or firm, and so on in order of the rankings. If city staff is unable to negotiate a satisfactory contract with the second and third ranked person or firm, city staff may enter into negotiations with additional persons or firms in the order that they are ranked, pursuant to the same procedure, until a satisfactory contract is reached, or may notify all remaining proposers that no additional negotiations will be entered into. In such case, city staff may abandon the project, issue a new request for proposals or perform the services with city employees.

(H) If negotiations succeed, city staff shall prepare a contract approved as to form by the city attorney and obtain the purchasing agent's review and written approval thereof. Before approving the contract, the purchasing agent shall determine that city staff followed the foregoing procedure.

(`64 Code, Sec. 2-99.17) (Ord. No. 2332, 2520)

SEC. 4-45. NO OBLIGATION TO CONTRACT.

Except as provided in this article, contracts for services must be awarded pursuant to the procedure set out in section 4-44. However, nothing in this article shall require city staff to enter into any contract for services with any person or firm.

(`64 Code, Sec. 2-99.19) (Ord. No. 2332, 2520)

ARTICLE VI. LEASE OF REAL PROPERTY FOR CITY

SEC. 4-50. RENTALS AND LEASES OF REAL PROPERTY FOR CITY.

After complying with or identifying an exemption from the California Environmental Quality Act, the city manager or the purchasing agent may execute, amend and terminate agreements for the rental or lease of real property by the city from others for periods of time not to exceed three years and for amounts not to exceed \$50,000 per year, provided that the agreement, amendment or termination is in a form approved by the city attorney.

(Ord. No. 2520)

ARTICLE VII. ADDITIONAL PURCHASING PROCEDURES

SEC. 4-60. PURCHASING MANUAL.

The finance director shall develop and maintain a purchasing manual that provides detailed procedures for compliance with city ordinances and resolutions and State and federal laws applicable to purchasing and contracting on behalf of the city.
('64 Code, Sec. 2-99.19) (Ord. No. 2332, 2520)

SEC. 4-61. CREDIT CARDS.

City staff may use city-issued credit cards to pay for supplies and equipment purchased for the city and for city-related travel. The finance director shall include in the purchasing manual directions for the issuance and use of such credit cards.
(Ord. No. 2520)

ARTICLE VIII. SALE OF SUPPLIES, EQUIPMENT AND SERVICES

SEC. 4-70. SALE OF SUPPLIES AND EQUIPMENT.

In accordance with procedures adopted by resolution of the city council, city staff may request that the purchasing agent sell, trade in or otherwise dispose of supplies and equipment that are no longer used or have become obsolete or worn out. Agreements to sell, trade in or otherwise dispose of such supplies and equipment, and amendments thereto, approved as to form by the city attorney, may be executed as provided in such resolution.
(Ord. No. 2520, 2714)

SEC. 4-71. SALE OF SERVICES.

In accordance with procedures adopted by resolution of the city council, city staff may request the city manager's approval to sell trade services, as defined in section 4-30(A), or professional services, as defined in section 4-30(B), performed by city employees. Agreements to sell such trade services or professional services, and amendments thereto, may be executed as provided in such resolution.
(Ord. No. 2520, 2714)

ARTICLE IX. LEASE OF CITY-OWNED REAL PROPERTY

SEC. 4-80. LEASE OF CITY-OWNED REAL PROPERTY.

After complying with or identifying an exemption from the California Environmental Quality Act, the purchasing agent or the city manager may execute, amend and terminate contracts approved as to form by the city attorney to rent, lease or license real property owned by the city to others for periods of time not to exceed three years and for amounts not to exceed \$50,000 per year. Such contracts or licenses include, but are not limited to, leases in the Oxnard Transportation Center. Licenses to use real property owned by the city shall provide for revocation of the license by the city manager, without cause, on no more than 30 days' notice.
(Ord. No. 2520)

HOW TO BID AND WHO AWARDS AND EXECUTES PURCHASE ORDERS AND CONTRACTS

	Public Project (lowest bidder)	Supplies & Equipment (lowest bidder/ best value)	Trade Service (lowest bidder/ best value)	Professional Service (most qualified)
Up to \$1,000	Does not require bids; can use force account; does not require contract	Does not require bids or proposals; does not require PO or contract	Does not require bids or proposals; does not require contract	Does not require proposals; does not require contract
Up to \$5,000	Does not require bids; can use force account; Purchasing Manager or Public Works Director may award and execute contract	Does not require bids or proposals; does not require PO or contract	Does not require bids or proposals; Purchasing Manager may award and execute contract	Does not require proposals; does not require contract
Up to \$100,000	Up to \$45,000, must obtain 3 written quotes or can use force account; over \$45,000, must mail, fax, or email NIIB ¹ to all required construction trade journals ² ; Purchasing Manager or Public Works Director may award and execute contract	Requires 3 bids, quotes, or proposals by mail, fax, e-mail or other writing; does not require formal sealed bid or proposal, public opening or other formalities; Purchasing Manager may award and execute contract	Requires 3 bids, quotes, or proposals by mail, fax, e-mail or other writing; does not require formal sealed bid or proposal, public opening or other formalities; Purchasing Manager may award and execute contract	Requires 3 proposals by mail, fax, e-mail or other writing; does not require formal sealed proposal, public opening or other formalities; Purchasing Manager may award and execute contract
Up to \$175,000	Must mail, fax, or email NIIB to all required construction trade journals; City Manager may award and execute contract	Requires NIFB published in newspaper, e-procurement website, or other recognized advertising; bids or proposals submitted in sealed envelope by mail, hand delivery, or email; publicly opened at specified date and time; City Manager may award and execute PO	Requires NIFB published in newspaper, e-procurement website, or other recognized advertising; bids or proposals submitted in sealed envelope by mail, hand delivery, or email; publicly opened at specified date and time; City Manager may award and execute contract	Requires NIFB published in newspaper, e-procurement website, or other recognized advertising; bids or proposals submitted in sealed envelope by mail, hand delivery, or email; publicly opened at specified date and time; City Manager may award and execute contract
Over \$175,000	Requires NIFB ³ published in newspaper least 14 days, <u>and</u> emailed/faxed and mailed to required construction trade journals 15 days, before bid opening; City Council must award and Mayor must execute contract	Requires NIFB published in newspaper, e-procurement website, or other recognized advertising; sealed envelope bids or proposals submitted by mail, hand, or email and publicly opened; City Council must award and Mayor must execute PO	Requires NIFB published in newspaper, e-procurement website, or other recognized advertising; sealed envelope bids or proposals submitted by mail, hand, or email and publicly opened; City Council must award and Mayor must execute contract	Requires NIFB published in newspaper, e-procurement website, or other recognized advertising; sealed envelope bids or proposals submitted by mail, hand, or email and publicly opened; City Council must award and Mayor must execute contract

¹ Notice inviting informal bids.

² If all bids \$175,000, , City Council may adopt resolution by a 4/5 vote to award, and Mayor may execute, contract up to \$187,500 to the lowest bidder if Council determines the City's cost estimate was reasonable.

³ Notice inviting formal bids.

TASK ORDERS, CHANGE ORDERS AND AMENDMENTS

	Public Project	Supplies & Equipment	Trade Service	Professional Service
Task orders for on-call contract	Purchasing Manager or Public Works Director can approve and execute all task orders that are collectively less than or equal contract value.	Purchasing Manager can approve and execute all POs that are collectively less than or equal to full contract value.	Purchasing Manager can approve and execute all task orders that are collectively less than or equal to contract value.	Purchasing Manager can approve and execute all task orders that are collectively less than or equal to contract value.
Change orders	Purchasing Manager or Public Works Director can approve and execute all change orders that are collectively less than or equal contract value plus contingency. Change orders may not exceed contract value plus contingency.	Purchasing Manager can approve and execute all change orders that are collectively less than or equal contract value plus contingency. Beyond this amount, all change orders go to whomever authorized contract.	Purchasing Manager can approve and execute all change orders that are collectively less than or equal contract value plus contingency. Beyond this amount, all change orders go to whomever authorized contract.	Purchasing Manager can approve and execute all change orders that are collectively less than or equal contract value plus contingency. Beyond this amount, all change orders go to whomever authorized contract.
Amendments	No amendments allowed unless listed in the NIIB or NIFB as an additive item.	• Purchasing Manager can award and execute: amendment that does not change contract's annual value, e.g., contract term extensions, changing vendor's legal name, or authorizing higher rates; and if value of original contract plus all amendments is collectively up to \$100,000 • City Manager can award and execute an amendment if the value of original contract plus all amendment is collectively up to \$175,000 • City Council awards, and Mayor executes, amendment if the value of original contract plus all amendment is collectively over \$175,000	• Purchasing Manager can award and execute: amendment that does not change contract's annual value, e.g., contract term extensions, changing vendor's legal name, or authorizing higher rates; and if value of original contract plus all amendments is collectively up to \$100,000 • City Manager can award and execute an amendment if the value of original contract plus all amendment is collectively up to \$175,000 • City Council awards, and Mayor executes, amendment if the value of original contract plus all amendment is collectively over \$175,000	• Purchasing Manager can award and execute: amendment that does not change contract's annual value, e.g., contract term extensions, changing vendor's legal name, or authorizing higher rates; and if value of original contract plus all amendments is collectively up to \$100,000 • City Manager can award and execute an amendment if the value of original contract plus all amendment is collectively up to \$175,000 • City Council awards, and Mayor executes, amendment if the value of original contract plus all amendment is collectively over \$175,000

RESOLUTION NO. ____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD REPEALING RESOLUTIONS REGARDING
PURCHASING AND PROCUREMENT**

WHEREAS, the City Council is considering an ordinance amending Chapter 4 of the Oxnard City Code to update the City's procurement and related contracting system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: Resolution 13,932 and any other purchasing or procurement resolution of the City of Oxnard, are hereby repealed.

Section 3: This Resolution shall take effect on the same day that Ordinance No. _____ is effective, if adopted. If that Ordinance is not adopted, this Resolution shall not take effect.

Section 4: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

CITY OF OXNARD
ADMINISTRATIVE MANUAL

SUBJECT: Change Order Procedures	ITEM NUMBER	PAGE
EFFECTIVE DATE: March 1, 1988	D-7	1 of 2

PURPOSE

To provide a standard form and format for the processing of change orders to existing formal contracts for public projects as defined in Section 20161 of the California Public Contract Code.

POLICY

It is often necessary to modify the term or the scope of a contract due to unforeseen conditions or events. Change Order Forms D-105 and D-105A and this procedure are to be used to change or modify the contract and are initiated by the project manager, the consultant, or the requesting department. The Finance and Management Services Department provides centralized review of change orders in order to certify that appropriate procedures have been followed and that sufficient funding exists for the completion of the project.

PROCEDURE

1. All requests for change orders shall be submitted on the latest revision of the standard City forms No. D-105 and D-105A, copies of which are attached hereto. The Purchasing Office will maintain a stock of blank forms for your use.
2. When completed with full detailed information, the forms are to be routed to the City Manager, and the City Council when appropriate, via the order of signature lines beginning with the "contractor" in the lower left portion.
3. The D-105 form can be initiated either by a consultant when applicable, or by the appropriate departmental staff involved in the project. It is essential to provide full and complete justification for the change, to avoid delay in the review and approval process.
4. It is considered that the detailed data on costs, completion dates, and time extensions required for the lower center portion of the D-105 form are self-explanatory. Definitions are provided on the back of both forms. The City Manager's Office requires that all blank spaces be completed before the document is submitted for approval.
5. All change orders processed for formal contracts will require approval by the City Manager's Office. Those changes involving amounts in excess of 25 percent of the original contract amount; or amounts of \$5,000 and greater, will require approval of the City Council as a regular agenda item.
6. The initiating departmental staff will be responsible for developing and providing adequate documentation of any proposed extra costs involved in the change order. Those orders involving any extra or reduced costs are to be routed through the Purchasing and Accounting Divisions, in that order, to provide necessary approval of these costs and certification that funds are available in the proper account to cover them.

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT: Change Order Procedures	ITEM NUMBER	PAGE
EFFECTIVE DATE: March 1, 1988	D-7	2 of 2

7. Those changes involving contracts where services of a consultant, engineer, or architect are used in preparation of the specifications or inspection of the work will require prior approval by an authorized representative of the consultant, engineer, or architect involved.
8. After appropriate approval is received, distribution of the form will be made by the City Clerk's Office.
9. Except in those cases where stoppage of the work may create significant delays or damages to the project or may create an emergency or hazardous condition, no permission to proceed with any change order should be granted until City Manager or City Council approval is obtained. When permission to proceed has been given to the contractor in advance of City Manager or City Council approval it shall be noted on the change order or on an attached memorandum with a full explanation and justification for the action.

ATTACHMENTS

1. Form D-105(A)
2. Form D-105

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT: Security Deposits for Public Works Projects	ITEM NUMBER	PAGE
<i>Karen R. Brunham</i>	D-15	1 of 5
EFFECTIVE DATE: June 1, 2008		

PURPOSE

To provide procedures for City staff to accept, safekeep, monitor and release security deposits received by the City from public works project contractors.

AUTHORITY

1. Oxnard City Code section 4-11 requires that all bids for contracts involving public works projects must be accompanied by a bidder's security which assures that the successful bidder will execute a contract to perform the work at the bid price.
2. Oxnard City Code section 4-12 and the Standard Specifications for Public Works Construction, which have been adopted by City Council, require successful bidders on public works projects to provide two surety bonds prior to contract execution—a payment bond for 100 percent of the contract amount to assure payment to all suppliers, mechanics, and laborers; and a performance bond for 100 percent of the contract price to guarantee performance of all contract work in a manner satisfactory to the City.
3. California Public Contract Code section 22300 requires that certain City contracts include provisions to allow a person to substitute equivalent securities for monies withheld to ensure performance under a public works contract.

POLICY

To simplify recordkeeping and facilitate implementation of uniform procedures, staff should limit security deposits to the types discussed below. Public Contract Code section 22300 permits other types of securities in lieu of retention in addition to those discussed below. Whenever possible, staff should encourage contractors wishing to substitute securities in lieu of retention to use one of the recommended types.

ACCEPTABLE FORMS OF SECURITY

The following are acceptable forms of security:

1. Cash, cashier's check payable to the City, or certified check payable to the City—The only type of security which the City will accept for deposits of \$1,000 or less. The City does not pay interest on cash deposits.
2. Bank or savings and loan certificates of deposit (CDs)—May not be used for bid security, but may be used in lieu of a payment or performance bond. Refer to Attachment No. 1 for standards for acceptance of CDs.

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT:	Security Deposits for Public Works Projects	ITEM NUMBER	PAGE
EFFECTIVE DATE:	June 1, 2008	D-15	2 of 5

3. Letters of Credit (LOCs)—May be used for bid security, and in lieu of a payment or performance bond. Refer to Attachment No. 2 for standards for acceptance of LOCs.
4. Passbook accounts assigned to the City—May not be used for bid security, but may be used in lieu of a payment or performance bond. Refer to Attachment No. 3 for standards for acceptance of assigned passbook accounts.
5. Surety bonds—These may be used for bid security and payment/performance bonds required for public works projects.

PROCEDURE: CASH, CASHIER'S CHECK, CERTIFIED CHECK

1. The department initially receiving the deposit is responsible for:
 - a. Issuing a receipt to the depositing party.
 - b. Transmitting the deposit to the City Treasurer's Office. Deposits of less than \$500 should be credited to the appropriate departmental revenue account as though the deposit is a payment for a service that has been provided and is not to be refunded. Staff should credit deposits of \$500 or more to the deposits trust fund account which will be tracked by means of a project number.
 - c. Monitoring the contract and identifying when the deposit is to be returned to the contractor and calculating amount of the return.
 - d. Completing a Departmental Purchase Order (DPO) requesting a warrant to return the deposit. Return of deposits which were originally in the amount of \$500 or less should be recorded as a reduction of current year revenue and should use the same account initially used when the deposit was received. Return of deposits which were originally in the amount of \$500 or more should be charged to the project number and the DPO should also reference the proper deposits trust fund account.
2. The Finance Department is responsible for:
 - a. Maintaining accounting records related to the deposit.
 - b. Assigning a project number upon the request of staff of the responsible department.
 - c. Issuing warrants upon the request of staff of the responsible department.

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT:	Security Deposits for Public Works Projects	ITEM NUMBER	PAGE
EFFECTIVE DATE:	June 1, 2008	D-15	3 of 5

PROCEDURE: CDs, LOCs, ASSIGNED PASSBOOK ACCOUNTS

1. The department requiring the deposit is responsible for:
 - a. Coordinating with the contractor to determine the preferred type of deposit.
 - b. Providing information (Attachment Nos. 1, 2, 3, or 4 as appropriate) to the contractor as to City requirements for the deposit documents. NOTE: The agreement provided in Attachment No. 4 is required to be executed whenever a contractor is providing security deposits in lieu of retention and in that instance Attachment Nos. 1, 2, and 3 do not apply.
 - c. Submitting deposit documents to the Chief Financial Officer for approval prior to acceptance by the City.
 - d. Assuring that the term of the deposit documents is adequate to protect the interests of the City and obtaining renewals/extensions of the term if required.
 - e. Receiving the deposit documents and issuing a receipt to the contractor if the documents are negotiable instruments such as CDs and assigned passbook accounts.
 - f. Forwarding original deposit documents and the agreement to the City Clerk's Office and a copy of the documents and related agreements to the Chief Financial Officer.
 - g. Monitoring the contract and notifying the Chief Financial Officer if any withdrawals are to be made against the CD, LOC, or assigned passbook account.
 - h. Obtaining Chief Financial Officer approval and notifying the City Clerk's Office when the City's interest in a CD, LOC, or assigned passbook account should be released. If a CD or LOC has been used as a substitute for a performance bond or payment bond, the department shall provide adequate information with the standard notice of completion to enable the City Clerk's Office to identify the CD or LOC.
2. The Chief Financial Officer is responsible for:
 - a. Authorizing any substitutions of CDs, LOCs, or assigned passbook accounts for bonds required for public works contracts.
 - b. Approving substitutions of other security for contract bonds.
3. The City Clerk's Office is responsible for:
 - a. Safekeeping of all CDs, LOCs, and assigned passbook accounts in a well-secured area (safe or vault).

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT:	Security Deposits for Public Works Projects	ITEM NUMBER	PAGE
EFFECTIVE DATE:	June 1, 2008	D-15	4 of 5

- b. Maintaining a log of all CDs, LOCs, and assigned passbook accounts and their expiration dates. Documentation showing the purpose of the security should be attached to the written request (e.g., dates of City Council reports, change order number, contract number).
- c. Notifying the responsible department and the Chief Financial Officer 45 days prior to the security expiration date so the responsible department may renew or extend the security if necessary.
- d. Releasing the City's interest in the security upon written request of the responsible department and approval of the Chief Financial Officer. Documentation showing purpose of security should be attached to the written request (e.g., dates of City Council report, change order number, contract number).
- e. Making drawdowns against the security at the request of the responsible department or no later than ten days prior to the expiration of the security.

PROCEDURE: SURETY BONDS

1. The City Clerk's Office is responsible for:
 - a. Verifying that the bid security received with the public works project bids is in the correct amount and format.
 - b. Notifying the responsible department 45 days prior to the bond expiration date to renew or extend the bond if necessary.
2. The City Attorney is responsible for:
 - a. Assuring that bonds in the appropriate amount and for a term equal to or exceeding the term of the contract are in effect prior to execution of the contract by the City.
 - b. Authorizing, with the concurrence of the Chief Financial Officer, any substitution of other forms of security for the bonds.
 - c. Forwarding the bonds (along with the related contract) to the City Clerk's Office for safekeeping.

ATTACHMENTS:

1. Standards for Acceptance of Certificates of Deposit (CD) to Serve as Security for Contractor Obligations to the City of Oxnard.

CITY OF OXNARD**ADMINISTRATIVE MANUAL**

SUBJECT:	Security Deposits for Public Works Projects	ITEM NUMBER	PAGE
EFFECTIVE DATE:	June 1, 2008	D-15	5 of 5

2. Standards for Acceptance of Letters of Credit (LOC) to Serve as Security for Contractor Obligations to the City of Oxnard.
3. Standards for Acceptance of Assigned Passbook Accounts to Serve as Security for Contractor Obligations to the City of Oxnard.
4. Escrow Agreement for Security Deposits in Lieu of Retention

**STANDARDS FOR ACCEPTANCE OF CERTIFICATES
OF DEPOSIT (CD) TO SERVE AS SECURITY
FOR CONTRACTOR OBLIGATIONS TO THE
CITY OF OXNARD**

1. The financial institution providing the CD must be approved by the Chief Financial Officer in advance. If the CD is to be from an institution that has not previously provided a CD to the City, the institution shall provide the Chief Financial Officer with a copy of its latest quarterly financial statement and latest audited financial statement. This is to assist the Chief Financial Officer in evaluating the financial stability of the institution.
2. Evaluation of the financial stability of the financial institution will not be required if the CD is FDIC insured, the amount is \$100,000 or less, and if the contractor buying the CD does not have other holdings totaling over \$100,000 in that financial institution.
3. The CD should be non-negotiable and should specifically state on the face of the certificate that the CD is pledged to the City of Oxnard.
4. A separate document (Attachment No. 1-A) should be prepared to assign the CD to the City. This document should:
 - a. Authorize the Chief Financial Officer to release the City's interest in the CD.
 - b. Specify that the CD is automatically renewable and non-cancelable until the Chief Financial Officer has released the City's interest in the CD.
 - c. Reference all agreements between the City and the contractor for which the CD will serve as security. Either the assignment document or the related agreement should specifically state the terms under which the Chief Financial Officer is authorized to cash the CD.
 - d. Be signed by the Chief Financial Officer, the financial institution and the contractor.
5. The CD should permit periodic interest payments to be paid directly to the contractor without City endorsement. The contractor's tax number should be on the CD and interest should not be reported to the City.
6. Draft documents should be approved by the Chief Financial Officer prior to their final execution.

G:\Improve\Standards for Acceptance of CD

AGREEMENT FOR ASSIGNMENT AND RELEASE OF CERTIFICATES OF DEPOSIT

ASSIGNMENT: All right, title, and interest of whatever nature of assignor in the Certificate of Deposit ("CD") identified below is hereby assigned to the City of Oxnard ("City") for the purpose specified. The CD is non-negotiable and pledged to the City. Additionally, the CD is automatically renewable and non-cancelable until the City's Chief Financial Officer ("CFO") has released the City's interest in the CD. The CFO is authorized to cash the CD at any time without notice to assignor upon written request to the financial institution, identified herein, ("financial institution") if the CFO determines the assignor is in default of the contract for which the CD serves as security. The assignment grants to the City the right in any insurance of the account by the Federal Savings & Loan Insurance Corporation, or Federal Deposit Insurance Corporation. The CD is/is not covered by such insurance. The financial institution is authorized and directed to pay any earnings on the CD to the assignor until otherwise notified in writing by the CFO. The financial institution certifies that there is no notice of any lien, encumbrance, hold, claim or obligation on the CD prior to this assignment to the City. The assignor's tax identification number shall be included on the CD.

Security for	
	Name & No. of Contract
To Insure	
	Type of Performance
Amount of CD	\$
CD Number	
Date of Assignment	
Date CD Delivered to City	
Certificate Accepted by	
	Signature of Acceptor

ACKNOWLEDGMENT & ACCEPTANCE OF ASSIGNMENT

ON BEHALF OF CITY

Rob Roshanian
Name

Development Services Manager
Title

Signature

214 South "C" Street
Address

Oxnard, CA 93030

James Cameron
Name

Chief Financial Officer
Title

Signature

300 West Third Street
Address

Oxnard, CA 93030

ON BEHALF OF ASSIGNOR

Name

Title

Business Entity

Signature

Address

ON BEHALF OF FINANCIAL INSTITUTION

Name

Title

Signature

Name of Financial Institution

Address

RELEASE OF ASSIGNMENT

The City of Oxnard hereby releases its interest of any kind in the Certificate of Deposit (CD) identified above. The financial institution is hereby authorized to release the CD directly to the assignor.

APPROVED:

_____ Name	<u>James Cameron</u> Name
_____ Signature	_____ Signature
_____ Title	<u>Chief Financial Officer</u> Title
	_____ Daniel Martinez, City Clerk

ACKNOWLEDGMENT OF RELEASE OF ASSIGNMENT
BY FINANCIAL INSTITUTION

Name

Signature

Title

Name of Financial Institution

**STANDARDS FOR ACCEPTANCE OF
LETTERS OF CREDIT (LOC) TO SERVE AS
SECURITY FOR CONTRACTOR OBLIGATIONS
TO THE CITY OF OXNARD**

1. The institution providing the LOC must be approved by the Chief Financial Officer in advance. If the LOC is to be from an institution that has not previously provided LOC's to the City, the institution shall provide the City with a copy of its latest quarterly financial statement and latest audited financial statement. This is to assist the Chief Financial Officer in evaluating the financial stability of the institution.
2. The LOC document should be specifically stated as irrevocable and nontransferable with the City as beneficiary.
3. The LOC document should authorize the Chief Financial Officer to present drafts against the LOC and to release the City's interest in the LOC.
4. The term of the LOC must be sufficient to protect the City's security interests in any of the subject contracts.
5. The LOC document should specifically reference all contracts between the City and the contractor for which the LOC will serve as security.
6. The terms and conditions under which the City is authorized to draw upon the LOC must be specifically stated either in the LOC document or in a related contract.
7. Draft documents should be approved by the Chief Financial Officer prior to their final execution. A sample LOC agreement is attached as Attachment No. 2-A.

City of Oxnard
 City Hall
 305 West Third Street
 Oxnard, California 93030

Attention: James Cameron, Chief Financial Officer

Re: Irrevocable Letter of Credit No.

This Irrevocable Letter of Credit No. _____ ("Letter of Credit") is given to fulfill the requirements of Agreement No. _____ ("Agreement") entered into between the City of Oxnard ("City") and _____ (Name of Contractor) ("Principal") relating to certain improvements to be installed at that certain location known and designated as within the City of Oxnard, Ventura County, California.

As required by the Agreement, _____ (Name of Financial Institution) ("____"), does hereby establish in favor of the City as Beneficiary for the account of Principal a Letter of Credit in the amount of \$_____. To be paid by drafts at sight if accompanied by a Beneficiary's statement signed by the Chief Financial Officer of the City of Oxnard certifying, without further explanation, that a portion or the entire amount of this draft is then due and payable.

The _____ (Name of Financial Institution) shall not inquire into the accuracy of this certification.

_____ (Name of Financial Institution) hereby certifies that the above funds are on hand and guaranteed for payment and these funds shall become trust funds for the purpose set forth herein as required by Government Code sections 66499 through 66499.10.

All drafts under this Letter of Credit shall be marked: "Drawn under account of Letter of Credit - _____."

The initial term of this Letter of Credit expires on _____. However, an express condition of this Letter of Credit is that the Letter of Credit shall be deemed automatically extended, without amendment or further notice, for additional consecutive one-year terms from the present expiration date hereof unless at least sixty days prior to the expiration of the one-year period, or any extension thereof, Principal notifies the Chief Financial Officer of the City, by registered mail, that the Principal elects not to consider this Letter of Credit renewed for any such additional period. Upon such notice, the City may forthwith draw hereunder, accompanied only by the above certification. If the City elects not to draw hereunder and to allow the Letter of Credit to be terminated, the City shall notify the _____ (Name of Financial Institution) in writing of its election.

Irrevocable Letter of Credit
Page 2

A resolution or other documentation identifying the signator hereof as an officer of (Name of Financial Institution) authorized to sign on behalf of the (Name of Financial Institution) is attached as Exhibit A hereto.

The (Name of Financial Institution) expressly agrees with the City of Oxnard that all drafts drawn under and in compliance with the terms of the Letter of Credit shall meet with honor upon presentation.

Financial Institution

By _____

Agreed To As Above Stated:

By _____
Principal

**STANDARDS FOR ACCEPTANCE OF ASSIGNED PASSBOOK ACCOUNTS
TO SERVE AS SECURITY FOR CONTRACTOR
OBLIGATIONS TO THE CITY OF OXNARD**

1. The financial institution holding the assigned passbook account must be approved by the Chief Financial Officer in advance. If the account is with an institution that has not previously provided securities to the City, the institution shall provide the City with a copy of its latest quarterly financial statement and latest audited financial statement. This is to assist the Chief Financial Officer in evaluating the financial stability of the institution.
2. Evaluation of financial stability will not be required if the account is FDIC insured, is for an amount of \$100,000 or less and if the contractor establishing the account does not have other holdings over \$100,000 in that financial institution.
3. An assignment agreement (Attachment No. 3-A) should be executed between the financial institution, the City, and the contractor. This agreement should:
 - a. Specify the nature of the City's security interest and the minimum deposit which must be maintained to protect that interest.
 - b. Authorize the Chief Financial Officer to make withdrawals from the account and to release the City's interest in the account.
 - c. Specify that the contractor may not make withdrawals which would reduce the account to less than the minimum required from the account until the City's interest is released.
 - d. Reference all contracts between the City and the contractor for which the account will serve as security. Either the passbook agreement or a related agreement should specifically state the terms under which the Chief Financial Officer is authorized to make a withdrawal from the account.
 - e. Be signed by the Chief Financial Officer, the financial institution, and the contractor.
4. The passbook should be turned over to the City Clerk.
5. Draft documents should be approved by the Chief Financial Officer prior to their final execution.

AGREEMENT FOR ASSIGNMENT AND RELEASE OF ASSIGNED PASSBOOK ACCOUNTS

ASSIGNMENT: All right, title, and interest of whatever nature of assignor in the account identified below is hereby assigned to the City of Oxnard ("City") for the purpose specified. The assignor may not make withdrawals until the City's Chief Financial Officer ("CFO") has released the City's interest in the account. The CFO is authorized to withdraw funds from the account at any time without notice to assignor upon written request to the financial institution, identified herein, ("financial institution") if the CFO determines the assignor is in default of the contract for which the account serves as security. The assignment grants to the City any insurance of the account by the Federal Savings & Loan Insurance Corporation, or Federal Deposit Insurance Corporation. The account is/is not covered by such insurance. The financial institution is authorized and directed to pay any earnings on the account to the assignor until otherwise notified in writing by the CFO. The financial institution certifies that there is no notice of any lien, encumbrance, hold, claim or obligation on the account prior to this assignment to the City.

Security for _____
Name & No. of Contract

To Insure _____
Type of Performance

Minimum Amount
to be Retained
in Account \$ _____

Account No. _____

Date of Assignment _____

Date Passbook Delivered to City _____

Passbook Accepted by: _____
Signature of Acceptor

ACKNOWLEDGMENT & ACCEPTANCE OF ASSIGNMENT

ON BEHALF OF CITY

Rob Roshanian
Name

Development Services Manager
Title

Signature

214 South "C" Street
Address

Oxnard, CA 93030

James Cameron
Name

Chief Financial Officer
Title

Signature

300 West Third Street
Address

Oxnard, CA 93030

ON BEHALF OF ASSIGNOR

Name

Title

Signature

Business Entity

Address

ON BEHALF OF FINANCIAL INSTITUTION

Name

Title

Signature

Name of Financial Institution

Address

RELEASE OF ASSIGNMENT

The City of Oxnard hereby releases its interest of any kind in the Passbook Account identified above. The financial institution is hereby authorized to release the Passbook Account proceeds directly to the assignor.

APPROVED:

_____ Name	<u>James Cameron</u> Name
_____ Signature	_____ Signature
_____ Title	<u>Chief Financial Officer</u> Title
	_____ Daniel Martinez, City Clerk

ACKNOWLEDGMENT OF RELEASE OF ASSIGNMENT
BY FINANCIAL INSTITUTION

Name

Signature

Title

Name of Financial Institution

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the City of Oxnard whose address is 300 West Third Street, hereinafter called "Owner,"

	whose address is _____
	hereinafter called "Contractor" and
	whose address is _____
	hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). The securities must be and may only be those securities which are eligible for investment pursuant to Section 22300(c) of the Public Contract Code. Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between Owner and Contractor. Securities shall be held in the name of _____, and _____ shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the

Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of Owner:

Title

Name

Signature

On behalf of Contractor:

Title

Name

Signature

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT:	Insurance Provision for Temporary Users of City Facilities for Special Programs and Events	ITEM NUMBER	PAGE
EFFECTIVE DATE:	November 1, 1992	D-18	1 of 2

PURPOSE

1. To provide policy and procedure direction to City departments approving the temporary use of City facilities.
2. To provide affordable insurance coverage, that meets minimum City requirements, for individuals, groups and organizations (Users) using City facilities for special events that are otherwise unable to obtain coverage at a reasonable cost.
3. To provide for annual review of general liability insurance requirements for Users entering into agreements for the short-term use of City facilities (Agreements).

AUTHORITY

The City's Risk Management Policy, adopted by City Council Resolution 9231 on June 9, 1987, provides in part that each contract entered into by the City will include specific language transferring related risks to the contractor whenever it is practical and appropriate to do so.

POLICY

All Users of City Facilities, including special events, shall indemnify the City from losses arising out of the use of the facility and shall provide proof of acceptable insurance coverage before being allowed to use the facility.

PROCEDURES

1. It shall be the responsibility of the Finance and Management Services Director to assure that:
 - a. Insurance requirements are reviewed and adjusted annually in terms of availability of insurance, cost, potential loss, and recent trends in litigation.
 - b. When available, a Commercial insurance program covering special events under a "Master Insurance Policy" is provided to the user of City facilities at reasonable cost.
 - c. Appropriate forms and training are available upon request for departments and divisions that enter into Agreements with Users.
2. It shall be the responsibility of each Department Head to assure that:
 - a. Current insurance and indemnification provisions are included in all Agreements, including any "no fee" Agreements or permits involving use of City parks, streets, buildings or other facilities for special events.

CITY OF OXNARD

ADMINISTRATIVE MANUAL

SUBJECT:	Insurance Provision for Temporary Users of City Facilities for Special Programs and Events	ITEM NUMBER	PAGE
EFFECTIVE DATE:	November 1, 1992	D-18	2 of 2

- b. All agreements are reviewed by the City Attorney and Finance and Management Services Director for adequacy of provisions.
- c. A certificate of insurance, endorsement, or other proof of current, acceptable coverage, is attached to each Agreement before the facility is made available to the User. Acceptable coverage means the limits and terms of coverage have been approved by the Finance and Management Services Director.
- d. If the User does not have acceptable insurance, proper forms are completed for issuance of a certificate of insurance on the "Master Insurance Policy" and fees are collected as necessary.

Note: Forms and other materials are available from the Finance and Management Services Department. Where a department only processes a few applications (1 per month or less), the application may be processed through Community Facilities, at 800 Hobson Way or through the Finance and Management Services Department, Risk Management section.

- e. Fees collected are transmitted to the City Treasurer on a daily basis.
- f. Periodic reports are transmitted to the Finance and Management Services Department, Risk Management section, for processing of premium payments to the insurance carrier. The frequency and format of reports shall be in accordance with the terms of the "Master Insurance Policy."

CITY OF OXNARD
ADMINISTRATIVE MANUAL

SUBJECT:	Standard Insurance Requirements for Contracts	ITEM NUMBER	PAGE
EFFECTIVE DATE:	October 1, 1994	D-21	1 of 3

PURPOSE

To ensure that various risks of contracts are properly assumed by third parties, that evidence of appropriate insurance coverage is provided to the City by contractors/consultants, and that the evidence of appropriate insurance coverage is contained in City files.

AUTHORITY

City Council Resolution No. 9231 establishing a risk management policy for the City of Oxnard.

POLICY

Each contract entered into by the City exposes the City to various additional risks. In order to protect City financial resources, staff shall ensure that contracts include specific language requiring the contracting party to assume the risk whenever practical and appropriate.

Standard insurance provisions developed for use with a variety of contracts and available from the City Attorney Department will usually provide for adequate insurance coverage to protect the City's interests. However, if the exposure to risk is such that additional insurance coverage is appropriate, special insurance provisions should be developed for the contract.

PROCEDURE

1. The department requesting preparation of the contract shall:
 - a. Assess the potential risk associated with the contract to determine if the standard insurance provisions are adequate or necessary or if special provisions are required. A Contract Risk Management Checklist available from the Financial Services Division of the Finance and Management Services Department (Exhibit A) may be used to assess risk or staff may contact the Financial Services Division for assistance.

Complete risk assessment prior to issuing a Request for Proposal or entering into contract negotiations so that potential contractors will know the City's requirements at an early stage in the contracting process.
 - b. Develop special insurance provisions to address risk which is greater than can be adequately covered by the standard insurance provisions. Staff may contact the Financial Services Division for assistance.
 - c. Respond to requests for waivers or modification of the insurance requirements. If department staff agrees that a waiver or modification is appropriate, a written request for the Finance and Management Services Director to waive or modify the insurance should

CITY OF OXNARD
ADMINISTRATIVE MANUAL

SUBJECT:	Standard Insurance Requirements for Contracts	ITEM NUMBER	PAGE
EFFECTIVE DATE:	October 1, 1994	D-21	2 of 3

be forwarded to the Financial Services Division. The written request should include the reasons for the recommendation.

Ensure that any requests for waivers or modification of the insurance requirements are approved in writing by the Finance and Management Services Director or designee and accepted in writing by the contractor.

- d. Verify that appropriate evidence of insurance coverage is received by the City and documented in the contract file and ensure that there are no lapses in insurance coverage for the duration of the contract.

2. The City Attorney shall:

- a. Develop and revise as necessary standard contract language related to insurance requirements.
- b. Review and approve any special insurance provisions requested by the department.

3. The Financial Services Division of the Finance and Management Services Department shall:

- a. Periodically review the standard insurance provisions and make recommendations to the City Attorney when changes to the provisions are required to address changing industry standards. When the recommended changes involve increase to the minimum amounts of insurance or additional types of insurance to be required, the changes should be forwarded to the departments for comment before being given to the City Attorney.

Review and update the Contract Risk Management Checklist periodically to ensure the use of current terminology and validity of risk assessments.

- b. Assist departments upon request to assess risks associated with a proposed contract or to develop recommended insurance provisions to respond to the risks that have been identified.
- c. Review requests for waiver or modification of insurance provisions and make recommendations to the Finance and Management Services Director.
- d. Compare the certificate of insurance received by the City against the standard insurance requirements and notify the project manager of any deficiencies.
- e. Maintain a master list of all certificates of insurance received by the City and notify departments of expiring insurance policies.

CITY OF OXNARD**ADMINISTRATIVE MANUAL**

SUBJECT:	Standard Insurance Requirements for Contracts	ITEM NUMBER	PAGE
EFFECTIVE DATE:	October 1, 1994	D-21	3 of 3

- f. Forward a copy of each certificate of insurance or endorsement to the department which requested the contract.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: June 12, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Keith Brooks
IT Director

SUBJECT: Oxnard 311 - Second Anniversary Performance Update. (10/10/10)

CONTACT: Keith Brooks, IT Director
Keith.Brooks@Oxnard.org, 385-7597

RECOMMENDATION:

That City Council receive an update on the second year performance of the Oxnard 311 App.

BACKGROUND

Oxnard 311 is the City's Constituent Relationship Management (CRM) software, which allows residents within the City to report a variety of issues using the mobile phone app or website. The Oxnard 311 mobile app has been downloaded by over 4,000 residents and has been used to complete more than 20,000 service requests. The Oxnard 311 system allows residents to track the status of their request and see live updates, increasing transparency and accountability of City staff.

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. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of

Oxnard 311 Update (10/10/10)

June 12, 2018

Page 2

prevention, intervention, and suppression efforts that address crime and underlying issues.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

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. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

FINANCIAL IMPACT

None