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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 12, 2020
Regular Meeting - 11:00 AM to 12:15 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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 two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 28, 2020 regular meeting as presented.

   Contact: Michelle Ascencion, (805) 385-7805

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

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8213 with Vertech Industrial Systems, LLC for On-Call Supervisory Control and Data Acquisition Systems (SCADA) Support Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Agreement A-8213 with Vertech Industrial Systems, LLC for on-call supervisory control and data acquisition systems (SCADA) support services for the water, wastewater, and recycled water systems in the amount of $900,000 through June 30, 2023.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Approval of Third Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to:
1. Execute a Third Amendment to Agreement A-7950 with NBS Government Finance Group in the amount of $509,650 for a total not-to-exceed amount of $1,010,765.42 for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs) and formation services of Community Facilities Districts (CFDs) and to extend the term from May 31, 2021 to June 30, 2022; and
2. Authorize the City Manager to approve a budget appropriation for various LMDs, and CFD 6 Northshore as detailed in the financial impact section.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
April 28, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:04 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via telephone.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Thien Ng, Assistant Public Works Director; Jeffrey Lambert, Community Development Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 14, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Purchase Order to Badger Meter, Inc. for Water Meters and Parts.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a Purchase Order with Badger Meter, Inc. to purchase residential, commercial, irrigation, industrial, and fire service water meters and parts in the amount of $250,000 for a one-year term.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

Community Development Department

2. SUBJECT: Revision of Existing Fees and Adoption of New Fees Related to Development Impact Fees.
RECOMMENDATION: That the Public Works and Transportation Committee:
1. Recommend the City Council receive a presentation and receive public comment

DRAFT

regarding proposed new fees and revisions to existing fees related to Development Impact Fees (DIF);
2. Recommend the City Council review and provide comments on the new Development Impact Fee Nexus Study and development impact fees pertaining to a resolution for: a Growth Requirement Capital Fee, Park and Recreation Fee, Traffic Circulation Fee, Storm Drainage Fee, Utility Undergrounding In-Lieu Fee, including an automatic annual inflation factor, Public Art Program Fee, and Mobility Fee, and Amendments and additions to Chapters 15;
3. Recommend the City Council provide input on staff's recommended time frame for implementation of the proposed DIF;
4. Recommend the City Council adopt the Development Impact Fee Resolution;
5. Recommend the City Council adopt the Development Impact Fee Ordinance; and
6. Recommend the City Council approve the Development Impact Fee Nexus Study.

The Community Development Director and Alison Bouley of Harris & Associates gave a report. Written comments were received from Christine Rangel, Nancy Lindholm, and Roy Prince. Discussion ensued among the Committee, staff, and Ms. Bouley.

It was moved by Member MacDonald to approve Recommendation Nos. 1, 2, and 3, with no position on Recommendation Nos. 4, 5, and 6. Further discussion ensued. Member MacDonald withdrew his motion.

It was moved by Member Flynn to approve the recommendations as presented, incorporating the suggestions stated by the Community Development Director (propose phase-in options for the new fees). The motion died for lack of a second.

It was moved by Chair Perello to direct staff to return the item to the Committee with proposals for phase-in options for the new fees as suggested by the Community Development Director. Further discussion ensued. Chair Perello withdrew his motion.

It was moved by Chair Perello, seconded by Member MacDonald, to forward the Development Impact Fees on to the full City Council for consideration and direct staff to develop a plan to phase-in the fees over time to reflect the uncertain economic conditions due to COVID-19. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

CONTINUATION OF PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Henry Sapien (growth in the city).

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:38 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

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CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: May 12, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8213 with Vertech Industrial Systems, LLC for On-Call Supervisory Control and Data Acquisition Systems (SCADA) Support Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Agreement A-8213 with Vertech Industrial Systems, LLC for on-call supervisory control and data acquisition systems (SCADA) support services for the water, wastewater, and recycled water systems in the amount of $900,000 through June 30, 2023.

BACKGROUND

On December 23, 2019, the City released a request for proposal (RFP) for Supervisory Control and Data Acquisition (SCADA) system support services for the water, wastewater, and recycled water systems with a bid closure date of January 22, 2020. The City received a total of two (2) responsive bids: ProUsys, Inc and Vertech Industrial Systems, LLC (Vertech).

A panel consisting of the Wastewater Division Manager, Wastewater Maintenance Manager, Water Division Manager and Water Operations Manager reviewed the submitted bids and determined Vertech to be the most qualified bidder based on experience and expertise.

DISCUSSION

SCADA systems are complex communication systems that include the integration of hardware, software and firmware and are critical to the daily operation of water, wastewater and recycled water systems. SCADA systems are used by staff to monitor and control critical water, wastewater and recycled water treatment components such as valves, pumps and motors. They also act as the notification system in case of system failures or emergencies that require immediate attention. Troubleshooting, upgrading, and maintaining these systems requires specialized expertise that the water and wastewater divisions do not possess.

The following system components are monitored through each SCADA system:

Water System:
One (1) reverse osmosis desalter treatment plant
Ten (10) drinking water wells

Three (3) chemical feed systems
Six (6) blending stations
Four (4) remote pressure stations
One (1) remote station for Calleguas, Springville reservoir
One (1) remote station for Proctor and Gamble connection
One (1) remote station for Port Hueneme Water Agency connection
Six (6) connections from Calleguas
Six (6) connections from United Water

Wastewater Systems:
One (1) 31.7 million gallon per day Oxnard Wastewater Treatment Plant
Fifteen (15) sewage pumping stations

Recycled Water Systems:
One (1) Advanced Water Purification Facility (AWPF)
Twelve (12) miles of recycled water pipeline pressure monitoring

Under the terms of agreement A-8213, Vertech will provide 24 hour, on-call SCADA support for the water, wastewater and recycled water systems including diagnostic testing, programming, software, hardware, instruments, radio and computer network communications, electrical, computer repair and replacement, and cyber security.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total contract value with Vertech is $900,000 and will commence on July 1, 2020. The spending plan for Fiscal Year 2020-21 is $300,000 and will be budgeted in the following accounts:

Wastewater Treatment Operation Fund- 621-6202-842-8209 ($100,000)
Water Treatment Operation Fund- 601-6010-842-8209 ($100,000)
Recycled Water Operation Fund- 601-6012-842-8209 ($100,000)

Future funds will be requested in subsequent fiscal year budgets.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Vertech - A-8213
2. SCADA PW-20-42 Addenda No. 1
3. Vertech RFP Response
4. Vertech PowerPoint

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2020

(2) Consultant: Vertech Industrial Systems, LLC

(3) Services: On Call Services for Supervisory Control and Data Acquisition (SCADA) Integration for Water, Wastewater Treatment Plant and Advanced Water Purification Facility

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement State Date listed above

(5) Agreement Ending Date: June 30, 2023

(6) Total Agreement Amount: $900,000

(7) City's Project Manager: Jan Hauser, Wastewater Division Manager

(8) Consultant's Project Manager: Kevin Smith, Business Development Manager

(9) Insurance Coverage: INS-W

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
16 Technology Drive, Suite 118	305 West Third Street, East Wing, Third Floor
Irvine, CA 92618	Oxnard, CA 93030
Attn: Kevin Smith, Business Development Mngr.	Attn: Jan Hauser, Wastewater Division Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
ksmith@vertech.com	jan.hauser@oxnard.org

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

X Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-W)

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered

appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the

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

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

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

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

19. Confidentiality of Information.

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

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

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

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

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

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

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

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

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

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OXNARD

X Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer_____

VERTECH INDUSTRIAL SYSTEMS, LLC

Titus Crabb, President [2] Date

Robert Morris, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

SCADA SYSTEM SUPPORT

Consultant shall provide on call and/or emergency SCADA Integration, Instrumentation, PLC Programming services, including troubleshooting, Cyber Security Insurance, develop SCADA Architecture, develop Security platform, Flow Meter Calibration Certification, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, AWPF and recycled water distribution SCADA systems.

On an on-call and/or emergency basis, Consultant shall provide software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. The Consultant shall be available year-round and available on a 24- hour/7-day basis. For emergency services, a 30-minute maximum call back response time with a 2-hour maximum on-site response is required. For on call services, services shall be scheduled to occur within five (5) calendar days. Consultant shall provide best management practices in protecting the SCADA system when using non-City computers or peripherals.

Consultant shall design, install and integrate SCADA systems for recycled water at River Ridge Golf Club, Blending Station 7 and the distribution pipeline. Consultant will test, troubleshoot and optimize the SCADA systems. Consultant will also coordinate with Pleasant Valley County Water District and River Ridge Golf Club to synchronize operations and ensure that the recycled water system does not interfere with normal operations.

Consultant shall upgrade the Water and Recycled Water SCADA systems to the most current version as well as test, troubleshoot and optimize the systems to ensure full interoperability and security.
Services shall include maintenance services for all components of the SCADA system including hardware, software and communications for a period of one (1) year following system acceptance.

SCADA INTEGRATION SERVICES

Consultant will provide Supervisory Control and Data Acquisition (SCADA) integration services, including troubleshooting, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, Advanced Water Purification Facility (AWPF) on an on call and/or emergency basis.

Services shall include, but are not limited to:

Water System

System-Wide

- Calibrate/replace controls and instrumentation, sensors and switches (pressure, flow, level and temperature)
- Calibrate/refurbish/replace chemical (pH, conductivity, chlorine, ammonia and chloramines) analyzers
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Work with City Information Systems Department and Verizon to isolate and remove sources of SCADA network dropouts
- Analyze power monitor data for real-time efficiency and time-of-use (TOU) evaluation
- Calibrate water system instrumentation
- Evaluate and repair communication network – coordinate with Verizon and City Information Systems regarding upgrading network switches
- Help evaluate and maintain remote access devices for SCADA operations
- Maintain software installed on (SCADA) server for local and state reporting
- Evaluate opportunities to extend City's fiber backbone to remote sites (blending stations, flow monitoring, pressure monitoring, etc.

Water Campus

- Evaluate and repair communication network – coordinate with Verizon and City Information Systems regarding upgrading network switches
- Integrate well #23 with PLC control for automated use

Blending Station No. 1 Desalter

- Isolate reverse osmosis (RO) skids Flex Input/Output (I/O) from SCADA local area network (LAN)
- Solve ControlNet module lockups
- Refurbish/replace flow control valves

Blending Station No. 2

- Upgrade PLC
- Calibrate water system instrumentation
- Develop communication

Blending Station No. 3

- Calibrate water system instrumentation

Blending Station No. 5

- Calibrate water system instrumentation

Blending Station No. 6

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) back feed control loop
- Develop BS No. 6 automated bypass scheme for backup CMWD supply to BS No. 1

Wellfield #2

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) back feed control loop

Communication/radios

- Develop loop system for radio communication

Wastewater System

Wastewater Treatment Plant

- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Clean-up bad tags that are causing errors
- Evaluate opportunities to extend City's fiber backbone to remote sites (lift stations, flow monitoring, etc.)

RATES AND COSTS EXHIBIT

STANDARD MAINTENANCE AND T&M SERVICE:

- Remote support (phone and VPN) will be the first method of service. (1-hour minimum)
- Rates are based on portal to portal with a minimum of a 4-hour shift per day
- Maintenance and service hours will be billed T&M on a monthly basis
- Blocks of hours can be pre-purchased for ease of use. Purchase order funds do not expire, but annual rate increases may apply

Type	Hours	Rate
Engineering, Programming, Troubleshooting and Field Labor, **Standard Rate**	M – F 8:00—5:00 24-Hours' notice	$150/hour
Engineering, Programming, Troubleshooting and Field Labor, **After Hours Rate**	M—F 5:00PM—8:00AM, Saturday and Sunday, 24-Hours' notice	$170/hour
Engineering, Programming, Troubleshooting and Field Labor, **Same Day Service Rate**	M – F 8:00—5:00 Less than 24 hours, but more than 4 hours' notice	$205/hour
Engineering, Programming, Troubleshooting and Field Labor, **Same Day After Hours Rate**	M—F 5:00PM—8:00AM, Saturday and Sunday, Less than 24 hours but more than 4 hours' notice	$230/hour
Mileage		GSA Mileage
Materials		Cost plus 15%

EMERGENCY SUPPORT:

- Any notice less than 4 hours will be qualified as "emergency support"
- Rates are based on portal to portal with a minimum of a 4-hour shift per day
- Consultant shall respond within a 4-hour call-back
- Consultant shall login through VPN connection to assess the problem immediately. (1-hour minimum per instance) If the problem can't be solved remotely, then an engineer will be dispatched to the site right away
- City shall be given an 800-number to reach the on-call engineer
- Emergency support hours will be billed T&M on a monthly basis
- Blocks of hours can be pre-purchased for ease of use. Purchase order funds do not expire, but annual rate increases may apply
- A monthly statement shall be issued providing a detailed accounting for hourly costs and expenses, and showing the balance left on the contract. In addition, a trip report will be filled

out on site with an explanation of services provided, and a copy will be provided to the City at the conclusion of the service visit

Type	Hours	Rate
Engineering, Programming, Troubleshooting and Field Labor, **Same Day Service Rate**	M – F 8:00—5:00, Less than 4-Hours' notice	$230.00/hour
Engineering, Programming, Troubleshooting and Field Labor, **Same Day After Hours Rate**	M—F 5:00PM—8:00AM, Saturday and Sunday, Less than 4-Hours' notice	$255.00/hour
Mileage		GSA Mileage
Materials		Cost plus 15%

INSURANCE EXHIBIT

Exhibit INS-W

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH CYBER LIABILITY AND ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

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

d. Cyber Liability in an amount not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

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

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

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

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

5/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-W.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) $ SE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				INGLE $1,000,000 RY $ RY $ AMAGE $
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** CYBER LIABILITY				EACH OCCURRENCE $2,000,000 GENERAL AGGREGATE $2,000,000
A	ERRORS AND OMISSIONS INSURANCE OR MALPRACTICE INSURANCE AVAILABLE FOR THE INSURED'S PROFESSION				MINIMUM COVERAGE $1,000,000 Each consultant & listed sub-consultant $500,000

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED**. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ()_____ Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

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:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com

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 _____

Via Fax: 678-259-1007	*(original signature required)* Telephone: ()_____ Date Signed _____

Rev. 5/19

ADDENDA NO. 1

PW 20-42

Supervisory Control and Data Acquisition (SCADA) Integration, PLC, Instrumentation, Programming Services and Cyber Security

(January 13, 2020)

CERTIFICATION OF RECEIPT OF ADDENDA

I certify that I have received this Addenda on behalf of the company listed below.

Signed: Dated:

Print Name: Title:

Company:

Email:

ADDENDA NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification questions for the City:

a) What type of certifications is required for Rockwell system integrator and Ignition?

Answer: Rockwell: Solution Partner or Recognized System Integrator
Ignition: Gold or Premier Level Integrator

b.) What classification/type of cyber security is required?

Answer: After discussing with IT, there is no need to have the Cyber Security and PEN testing in the RFP. The City already has these in place.

c.) What are the Flow Meter Calibration specifications?

Answer: The Fox Canyon Groundwater Management Agency requires that all water flow meters meet tolerances of plus or minus five percent (+/- 5%). This means that the water meter must measure no more or less than 5% of the optimum water volume when compared to a meter of known 100% accuracy. The integrator will test for tolerances and report the findings to the Water Division. The integrator must become certified through Fox Canyon Groundwater Management Agency Prior to Testing Well Flow Meters but will not perform water well

d.) No system design is required for recycled water at River Ridge Golf Club, Blending Station 7 and the distribution pipeline. What are the services that we will need here?

Answer: None are required at this time.

CITY OF OXNARD CALIFORNIA

City of Oxnard

SCADA Integration, PLC, Instrumentation, Programming Services and Cyber Security

Q190527

January 20, 2020

Prepared By:

Vertech

16 Technology Dr, #118
Irvine, CA 92618
(949)-301-5874
www.vertech.com

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Reports and pertinent data or materials shall become the sole property of the city and may not be reproduced without the explicit written permission of the city 25

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A. PROPOSAL CHECKLIST

Name of Company – Vertech

Service to Provide – SCADA Integration, PLC, Instrumentation, Programming Services and Cyber Security

Main Point of Contact – Kevin Smith

Email – ksmith@vertech.com

Phone – 949-301-5874

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

		Page Number
☐	Tab A: Proposal Checklist *(this page)*	_____
☐	Tab B: Acknowledgements	_____
☐	Tab C: Company Profile/Experience	_____
☐	Tab D: Scope of Services	_____
☐	Tab E: References	_____
☐	Tab F: Cost/Budget Narrative	_____
☐	Tab G: Proposer Attachment	_____

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Bob Morris , a duly authorized agent of Vertech

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Vertech by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 01/20/2020

Title of Agent/Officer: Vice President

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

B. ACKNOWLEDGEMENTS

CLARIFICATIONS, EXCEPTIONS OR DEVIATIONS

We are not requesting any deviations from the RFP requirements

EVIDENCE OF INSURABILITY

Vertech will provide evidence of all required insurance, licenses and certifications upon reward of contract.

TRANSITION

We would honor the language in the RFP re Transition.

COMPANY STRUCTURE

Headquarters
4409 East Baseline Road
Suite 127
Phoenix, AZ 85042
480-756-2300

Southern California
16 Technology
Suite 118
Irvine, CA 92618
949-596-7986

Tennessee
5217 Linbar Drive
Suite 308
Nashville, TN 37211
615-356-7134

Our intention would be to manage this contract out of our Irvine office. On an as needed basis we would use 2 employees from our Phoenix office (Kris Grindstaff (Network Engineer) and John James (Telemetry Specialist)). All other employees listed in this document are based in Southern California.

We would sub professional engineering services to Westin Engineering if required (see Appendix B)

C. COMPANY PROFILE / EXPERIENCE

Vertech Industrial Systems, founded in 2004, is a Limited Liability Corporation, LLC with ~80 employees. The owners are Titus Crabb and Robert Morris – each owning 50% of the company. Titus Crabb is the President and Robert Morris is the Vice President. They can be contacted at 480-756-2300 and tcrabb@vertech.com and bmorris@vertech.com respectively.

Contract Terminations: **0** Claims against Vertech: **0**

Arizona Board of Technical Registration #: 15925-0

California Contractor License – 1030205 (C10 – Electrical)

UL508a Certification #: E311222

L-11 AZ ROC#: 275795

Arizona Corporation Commission #: L-1157059-8

Vertech is in "Good Standing" with the Arizona Corporation Commission.

Business Started and Incorporated: October 7, 2004

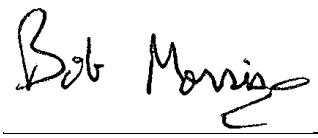
Proposal Contact: Kevin Smith, ksmith@vertech.com, 949.301.5874

Acknowledgement of RFP Addenda: Vertech acknowledges receipt of Addendum #1 (see Appendix C)

Conflicts of Interest: There are no known conflicts of interest

Vertech meets the specified insurance requirements

The owners of Vertech did not make any contributions to any Oxnard elected offcial

Proposer Name:	Vertech
Authorized Representative's Name:	Bob Morris
Representative's Title:	Vice President
Authorized Signature:	

QUALIFICATIONS

Vertech is a control systems integration firm providing expertly engineered automation solutions for industrial clients. Using hardware components, software, and a thorough understanding of the particularities of each project, our team of first-class engineers designs and implements complex yet elegant control systems to automate industrial processes.

Our greatest strength is our team, which includes many of the most skilled and sought-after engineers, programmers, and technicians in the country. Our primary focus and core competency is serving the SCADA and technology needs of public sector water municipalities like the City of Oxnard. This specialization allows us to provide better, faster, and more comprehensive control system strategies that meet or exceed our clients' expectations.

Our vision is to be recognized as a world class provider of industrial automation services, and as the employer of choice for the best and brightest talent. Our top priority is to provide industrial automation services of unrivaled quality and creativity. We will accomplish this through relentless quality process improvement and by fielding the best team in the business.

Vertech's business model is to develop repeat customers. We are here to build long term, lasting relationships with our clients. We have a wide breadth of talent at Vertech allowing us to support our customers with reliability and redundancy.

Our company-wide staff of ~80 has averaged over $9M in sales over the last 5 years. 2019 brought in sales in excess of $17M making Vertech a financially sound integration firm.

Vertech is financially solid, and has **never** been involved in **bankruptcy, litigation, mergers, unfinished projects or the loss of an office.** We are stable and here to support the City of Oxnard with our internal resources. Vertech assumes no subcontractors will be used on our portion of the service contract.

Kevin Smith from our Irvine office is authorized to negotiate a contract on behalf of Vertech.

Simply put, Vertech is an experienced, responsive, turn-key engineering and integration firm

- Extensive Water and Wastewater Experience
- Extensive SCADA and Controls Experience

- Extensive Experience with both Rockwell and Inductive Automation software.

THE VERTECH ADVANTAGE

1 200+ Water Projects

Vertech is regularly involved in Water and Wastewater projects. In the last 16 years, we have done work for many Cities, Counties, Districts and Agencies in Arizona and Southern California.

2 Rockwell Expertise

Vertech has 30+ Rockwell PLC programmers on staff. We have 25+ FT View SE and 10+ RS View 32 programmers on staff. Vertech has been using Rockwell products since our inception and we are a Recognized Rockwell System Integrator

3 Industrial Networking and Cybersecurity Expertise

Vertech can assess the current state of your network infrastructure and cyber security posture, recommend and implement improvements, and then manage the ongoing monitoring and maintenance of your network to stay one step ahead of the bad guys. Trust Vertech to manage your OT infrastructure

4 Ignition Expertise

With more than 30 Ignition Certified programmers on staff and Premier Integrator status our Ignition expertise is second to none. In fact, in 2019 **In 2019, Vertech built more Ignition systems than any other integrator in the world!**

Our staff is highly skilled in the following services:

- System design (SCADA Master Plans, standards, migration plans, technical specifications)
- PLC programming and integration
- VAX VMS, C, C++, C#, VB, Ada, .NET, Access and SQL programming
- SCADA programming (monitoring, control, alarming, trending, reporting, remote access, mobile access, scalable solutions, unlimited clients/tags/screens)
- Network design, cyber security and telemetry communications
- UL 508A panel shop
- Instrumentation specification and calibration
- System startup and commissioning

Get the SCADA system you need and deserve!

"Vertech puts a lot of effort into these certifications, and we believe that they are beneficial to you"

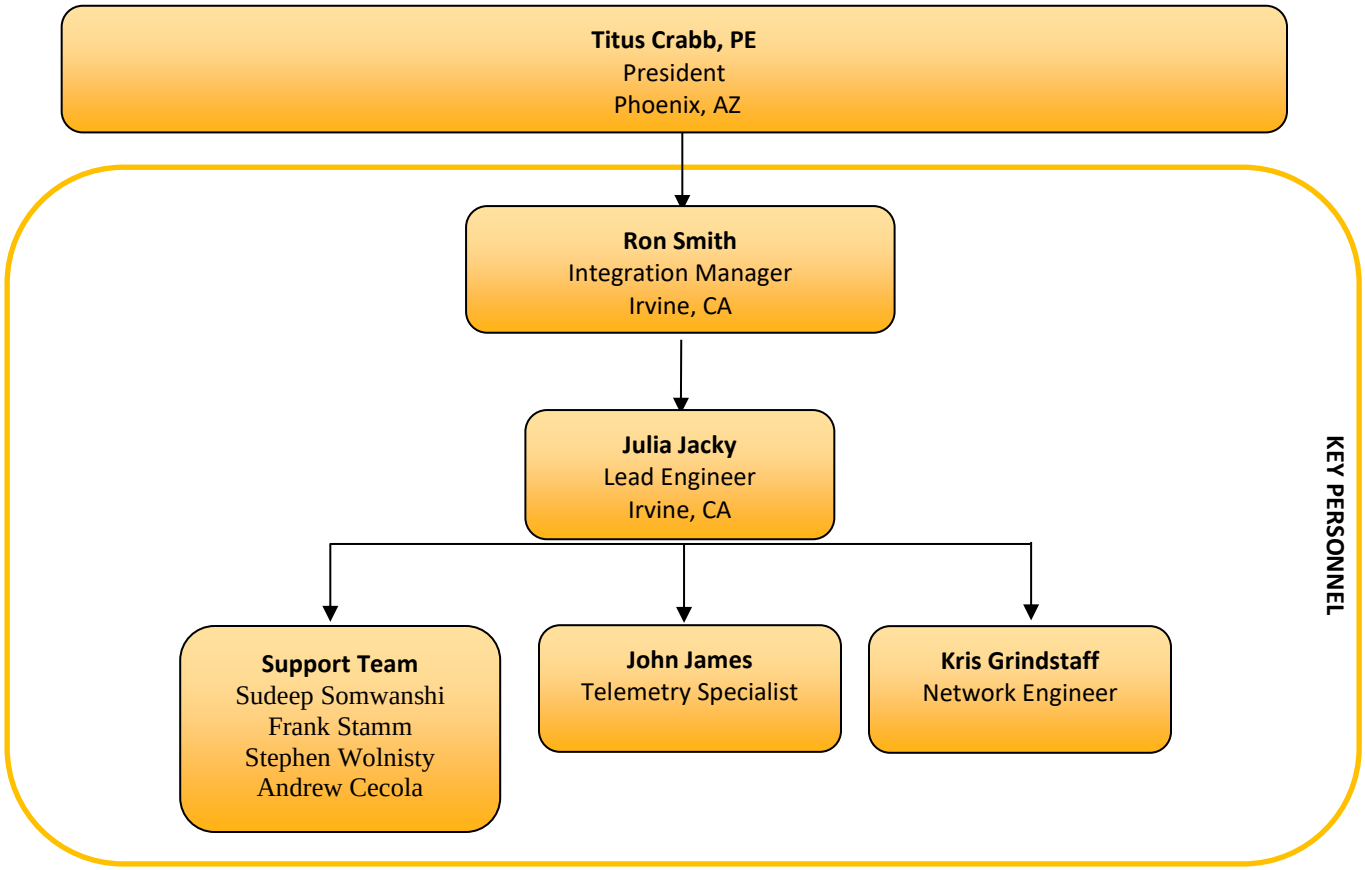
- Inductive Automation Gold Certified Integrator since 2014
- Received Inductive Automation Premier Certification in September, 2016 (highest level)
- Rockwell Recognized System Integrator since 2009

PROJECT TEAM

Vertech's greatest strength is its team members. We have a dedicated standard that details the roles and responsibilities of each team member and a world class management and engineering team to ensure the hiccup-free execution of your project.

ORGANIZATIONAL CHART

VERTECH



KEY PERSONNEL

Vertech teams are based on the scope of work, schedule, and the level of design required for the project. As determined by the site assessment and customer requirements, Vertech can provide the following individuals for the duration of the project:

- The **Project Manager** will be the central point of contact for the service contract. The PM will develop, maintain, and publish project schedules. The PM will work to ensure that the project is executed to the highest standards and provide the least amount of impact to the District's production. The PM publishes bi-weekly status reports that accurately reflect the progress of our projects and provides relevant information to all parties involved.
    - Most Vertech Project Managers have over 15 years of systems integration and engineering experience that spans the project lifecycle including executive strategy, cost-conscious project oversight, and technology roadmap development in SCADA, telemetry, software, process control, and integrated SCADA environments.
- The **Lead Engineer** will provide technical oversight for the project. The Lead Engineer ensures that all best practices and standards are adhered to on the projects. They will provide quality assurance throughout the duration of the project and confirm that nothing slips through the cracks. The Lead Engineer will develop the majority of the engineering design, network configuration and standards.
    - Vertech Senior Engineers also have an average of 7—15 years of experience in Instrumentation and Control (I&C), SCADA systems, LAN/WAN, and electrical design for water/wastewater Districts. They have developed SCADA systems from scratch, upgraded existing systems and performed Quality Assurance (QA) & Quality Control (QC) for the development of SCADA and electrical standards.
- The **Supporting Engineers** will be responsible for supporting the tasks and progress of the Lead Engineer. Supporting Engineers are highly qualified Vertech engineers with extensive experience in system design, standardization, PLC and SCADA programming.
    - Vertech Supporting Engineers have an average of 5—7 years of experience in designing, programming and integrating I&C systems for municipal water facilities. The typical experience involves I&C design, PLC and SCADA programming, plant startup activities, and control system commissioning.

The following personnel will be performing the majority of the work at Oxnard.

Complete resumes are available in Appendix A.

RON SMITH – INTEGRATION MANAGER (IRVINE)

Ron is the Integration Manager located in California. He has been with Vertech for more than 7 years in the previous capacity of Project Manager and Senior Control Systems Integrator. With over 20 years' experience in the automation industry, Ron's project management responsibilities include system integration and engineering that spans the project lifecycle. His responsibilities include overseeing executive strategy, budget, and technology roadmap development in SCADA, software, process control, and integrated SCADA environments. Ron has in-depth knowledge of water, wastewater and filtration processes.

JULIA JACKY – LEAD ENGINEER (IRVINE)

Julia Jacky joined Vertech in February 2012 as a Control Systems Engineer. Julia is a degreed Electrical Engineer from LeTourneau University. She has in-depth knowledge of PLC, OIT, and SCADA Programming. She is experienced in system troubleshooting, panel testing, instrument calibration and startup. As a result, these skills make her a valuable resource in SCADA system assessments, design, and implementation. Julia has extensive experience in the water/wastewater industry, as well as manufacturing and distribution. She is highly skilled in Ignition and Wonderware SCADA development, integration, and commissioning. Julia is very familiar with the Vertech methodology of SCADA system conversion.

KRIS GRINDSTAFF – NETWORK ENGINEER (PHOENIX)

Kris Grindstaff joined Vertech in July of 2011 and holds the position of Integration Manager. Kris has extensive experience and skill in PLC programming, plant wide SCADA systems, cyber security and networking. Kris' skill set includes proficiency in Information Technology includes database architecture, historian management, site management, server administration, network configuration and cyber security. He is responsible for participating in the system design and architecture, then working alongside the project engineers to deliver a world-class system.

SUDEEP SOMWANSHI – SENIOR ENGINEER (IRVINE)

Sudeep Somwanshi joined Vertech in April 2017 as a Controls System Integrator III. He graduated from the State University of New York in Binghamton in 2015 with a Master's in Industrial and System Engineering. Sudeep's experience includes PLC and HMI/SCADA programming, control system commissioning services, electrical design, instrumentation networking and database configuration. He has programming and start up experience with different PLC platforms like Siemens, Rockwell (Allen Bradley), GE, and Modicon and SCADA platforms like Wonderware System Platform, Ignition, FactoryTalk.

JOHN JAMES – TELEMETRY SPECIALIST (PHOENIX)

John James joined Vertech in September 2010, and he's done nothing but exceed our clients' expectations from the beginning. John James earned a Bachelor of Science degree in Electrical Engineering from Arizona State University, and is an Engineer In Training (EIT). John holds the position of Senior Control Systems Engineer, and has twelve years' experience in PLC programming, process control and systems integration/automation. John is one of our radio networking specialists and has been performing site surveys and network analysis since 1999. He possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

KEVIN SMITH – SCADA & PLC SPECIALIST (IRVINE)

Kevin joined the Vertech team in 2019 as a Business Development Manager. He has extensive experience and skill in architecting control systems, developing SCADA standards, managing automation projects and delivering a quality product to the customer. Kevin is a degreed electrical engineer from University College Dublin. During 14 years with Rockwell he programmed Logix, PLC-5 and SLCs with global customers such as Goodyear, Toyota, Hyundai, Kraft, Mercedes, Genentech, Chevron and Bristol Myers Squibb. Later, he managed Rockwell's Integrated Architecture Business in Southern California where he had direct responsibility for Logix, PLC-5 and SLC PLCs. Since migrating to sales Kevin has worked with a large number of Water Districts throughout Southern California.

FRANK STAMM – CONTROL SYSTEMS INTEGRATOR III (IRVINE)

Frank joined Vertech in October 2019 as a Control Systems Integrator III. He graduated from The Ohio State University in 2012 with a degree in Engineering Physics. Frank is experienced in programming PLCs and industrial robots, control system design, HMI creation, as well as commissioning and troubleshooting services. He has programming experience with Allen

Bradley, GE, and Fanuc PLCs, Ignition SCADA, and Fanuc and Epson robots.

STEPHEN WOLNISTY – CONTROL SYSTEMS INTEGRATOR II (IRVINE)

Stephen joined Vertech in May 2018 as a Control Systems Integrator. Stephen graduated from Hope International University in May 2015. Stephen's experience includes PLC and SCADA programming. Mr. Wolnisty has experience with the Siemens TIA Portal software and is also an Inductive Automation 7.9 Core Certified Developer for Ignition.

ANDREW CECOLA – CONTROL SYSTEMS INTEGRATOR I (IRVINE)

Andrew joined Vertech in January 2019 as a Control Systems Integrator. Andrew graduated from the University of Southern California in 2019 Majoring in Mechanical Engineering, emphasized in Product Design. Andrew is experience mainly SCADA programming, with second-hand experience in PLC. Andrew has the following certifications: Inductive Automation Certified Developer for Ignition 7.9; Siemens Certified TIA Portal Workshop Siemens S7-1500.

PROJECT EXPERIENCE

Vertech has performed over 200 water/waste water projects all across Southern California and Arizona. We've selected a few to showcase our technical ability and our dedication to the successful completion of each project. Customer satisfaction and returning customers are important to us, and as you can see from the below demonstrations, we work hard to ensure that customers return year after year.

IRVINE RANCH WATER DISTRICT—SCADA & INTEGRATION PROJECTS

Dates: **2008—Present**

Contract Amount: **$1,500,000+** during last 12 years

Project Team: Ron Smith (PM), Julia Jacky (Engineer), Titus Crabb (Engineer)

Client /Owner: **Irvine Ranch Water District**

Location: **15600 Sand Canyon Ave, Irvine, CA 92618**

Reference: **Joel Nash, 949-453-5500,** Nash@irwd.com

Scope:

- Developed PLC function blocks and standards
- Wonderware SCADA system upgrade
- Multiple projects over the last 12 years
    - 6MGD Water Reclamation Plant (LAWRP) Upgrade: design, fabrication, PLC/SCADA programming, testing and commissioning for a five-pond treatment plant with tertiary treatment and six reclaim water pumping stations
    - 5MGD Desalter and Wells Upgrade: design, fabrication, PLC/SCADA programming, testing and commissioning for 8 wells, 3 associated treatment plants and 1 injection well
    - 10+ Pump Station projects: PLC/SCADA programming, testing and commissioning
- IRWD uses our PLC and SCADA services for maintenance and service District-Wide
- IRWD pre-negotiates with Vertech for PLC programming and integration for public works projects

ADELANTO PUBLIC UTILITIES AUTHORITY—SCADA SYSTEM UPGRADE

Date: **June 2016 – May 2017**

Contract Amount: **$287,500**

Project Team: Ron Smith (PM), Zack Scriven (Engineer), Chris McLaughlin (Supporting Eng)

Client /Owner: **Adelanto Public Utilities Authority**

Location: **11600 Air Expressway, Adelanto, CA 92301**

Reference: **Ben Pina (IT Manager), 760-246-2300,** bpina@ci.adelanto.ca.us

Scope:

- Upgraded an outdated SCADA system and hardware for a series of wells, booster stations, reservoirs and a water treatment plant from outdated RTU hardware to new Allen Bradley PLCs and InTouch Wonderware software to Ignition SCADA software.
- The whole project was an expedited timeline, and we performed the cutover to the new system with minimal downtime
- SCADA system programming – approximately 30 screens with 1,000 tags, and trend charts
- Configure alarming system and SQL Server history database
- Performed District-wide radio survey
- Design radio network, procured radio hardware, installed the complete system and setup the communications
- Provide complete documentation including panel drawings, component cut-sheets, network drawings and system operations and maintenance manual

Technology:

- 12 wells, 3 booster stations, 3 reservoirs and 1 water treatment plant
- Inductive Automation Ignition SCADA system (unlimited users, historian, alarm notification, reporting)
- 17 control panels with Allen Bradley CompactLogix PLCs
- Ethernet IP Communication protocols
- Ubiquiti radio network: (6) AirFiber 5X, (2) Rocket 5 AC, (15) Nanostation AC

ORANGE COUNTY SANITATION DISTRICT (OCSD) —J-33-3

Date:	**August 2011 - Present**
Contract Amount:	**$548,000**
Project Team:	**Ron Smith (PM), John Wolnisty (Engineer), Chris McLaughlin (Supporting Engineer)**
Client /Owner:	**Orange County Sanitation District**
Location:	**10844 E. Ellis Avenue, Fountain Valley, CA 92708-7018**
Reference:	**Riaz, Moinuddin, Engineering Supervisor, (714)962-2411**

Scope:

- Design and develop SCADA system redundancy failover arbiter using M340 PLCs and server customer code in C
- Maintain VAX/VMS based SCADA system, adding new features as needed
- Write server based software to integrate newer systems with legacy SCADA systems
- Design custom hardware based on off the shelf microsystem boards (Neduino, Respberry, etc.) to integrate with SCADA system
- Rewrite common tag database system that allows a central tag repository and exports to SCADA and PLC systems such as Modicon ProSoft, Unity, Vijeo, CRISP, and Wonder Ware

Technology:

- VAX Emulation systems; CHARON VAX, VAX 96

- Modicon Quantum PLC programming using Unity Pro software
- CRISP
- Wonderware InTouch SCADA

CITY OF BUCKEYE— WATER/WASTEWATER PLC AND SCADA SYSTEMS UPGRADE

Date: **2014**

Contract Amount: **$507,000**

Project Team: Kris Grindstaff (PM), Jesse Wilson (Engineer)

Client /Owner: **City of Buckeye**

Location: **530 East Monroe Avenue, Buckeye, AZ 85326**

Reference: **Patrick Orr, 623-349-6173,** porr@buckeyeaz.gov

Scope:

- Upgraded an outdated SCADA system and hardware for a series of Water and Waste Water plants from outdated Allen-Bradley hardware and Wonderware software to Wonderware System Platform and cutover to new system with minimal downtime
- SCADA system programming – approximately 100 screens with 25,000 tags, and 50 trend charts
- Configure 5000 tag alarming system and history database
- Provide complete documentation including component cut-sheets, network drawings (Ethernet, DH+, and ControlNet) and system operations and maintenance manual

Technology:

- Treatment Reverse osmosis, electronic deionizers, mix bed regeneration, and chemical injection
- Wonderware System Platform
- RSLogix 500, RSLogix 5000, and RSLinx
- WIN911
- Interface to multiple Allen Bradley ControlLogix and CompactLogix PLC's
- Ethernet and ControlNet Communication protocols
- PanelView Plus 1000 Operator Interface Terminals
- Stratix 8000, 6000, and 2000 managed and unmanaged switches, multimode fiber
- iNET-II MDS radio communications MDS TransNET utilizing FHSS for long range data transportation and configuration using MDS Toolbox utility

IBWC NOGALES WASTEWATER TREATMENT PLANT SCADA UPGRADE

Date: **October 2014 – December 2015**

Contract Amount: **$161,620**

Project Team: Kris Grindstaff (PM), Eric Sahakian (Lead Eng)

Client /Owner: **International Boundary and Water Commission**

Location: **865 Rio Rico Industrial Park, Rio Rico, AZ 85648**

Reference: **Gordon Marinella, 941-284-7552, gordon.marinella@aitheras.com**

(Gordon works for AITHERAS, the company that operates the WWTP)

Scope:

- Conversion of Wonderware InTouch SCADA system to Inductive Automation Ignition
- Conversion of alarm notification, trending, historical logging and reporting
- Configuration of servers and EAGLE Tofino firewalls
- Installation of MDT AutoSave to protect, save, restore, discover, and track changes in programs

Technology:

- Mission Critical Ignition licenses with unlimited points, unlimited screens, unlimited connections, built-in historian with unlimited points, alarm notification and reporting
- Dell servers and workstations

CITY OF LA VERNE SCADA SYSTEM UPGRADE

Date: **2012**

Contract Amount: **$135,000**

Project Team: Zack Scriven (Lead Eng), separately Chris McLaughlin (SCADA Support)

Client /Owner: **City of La Verne**

Location: **2620 1st St, La Verne, CA 91750**

Reference: **Jerry Mesa, 909-596-8749, jmesa@ci.la-verne.ca.us**

Scope:

- Conversion from a Wonderware Intouch to an Ignition SCADA System Software
- PLC Programming and Replacement from legacy PLC to Allen Bradley industry standard
- Treatment plant SCADA Integration
- Radio system design, testing, and installation
- Emergency service and support

Technology:

- Ignition by Inductive Automation
- 25 Allen Bradley PLC's
- 2,000+ tags
- Dell servers and workstations

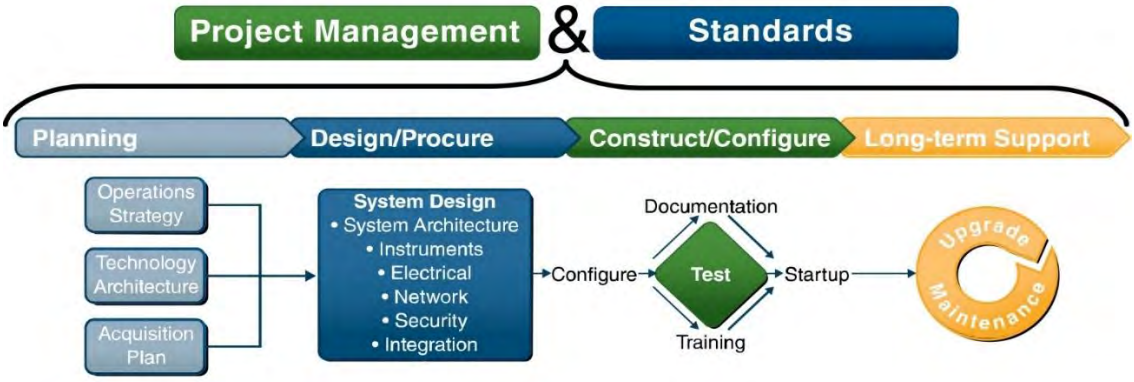
- GE MDS iNET II radiosOn-

D. SCOPE OF SERVICES

EXPERIENCE AND DESIGN PROCESSES

Vertech and our team members have been managing SCADA engineering projects for 16 years. We believe that SCADA and control systems are a critical asset for any District and must be planned, designed, implemented, and maintained accordingly. We employ a standard approach for all projects, and it has proven very effective. We further understand our clients have internal standards, to which our teams adhere. Our proven approach is based on these core principles:

- Plan the project. All our programs or projects begin with a plan, which includes the scope, budget, schedule, and resource allocations to meet your goals.
- Set requirements to guide technical execution. A clear and comprehensive set of requirements to establish criteria for evaluating the project is developed.
- Standardize for programming and operational consistency. Modern SCADA systems are large and complex. Successful deployment requires everything to be done right, including hardware design, communications network architecture and data protocols, programming logic, SCADA integration, automation, and ultimately operational optimization. We believe that establishing and enforcing standards for these elements is a vital part of effectively deploying new technologies. Vertech has built a comprehensive library of standards, and can successfully customize them to your specific operating environment.
- Plan the cutover. Cutover is that critical moment when the switch is made from the old system to the new, and it must be done right. Maintaining plant operations during and after cutover is critical. Vertech has the people with the experience and expertise to make your cutover a success.
- Use phased sequencing throughout production. Often when you develop and commission a control system, it impacts multiple facilities and processes. We recommend performing the necessary sequence of events (procurement, staging, programming, factory testing, installation, field testing and commissioning) in logical “phases” of manageable size reducing risk and impact on your operations.



Vertech has in-depth and documented quality assurance and control programs to ensure that City of Corona, Division of Water and Power and all our customers receive the highest quality product on every project.

ON CALL SERVICE

As a professional integration firm, Vertech offers a multitude of services that could be used by the City. Descriptions of each of these services is below along with our standard rates for these services. If you find that you need something other than SCADA programming, we are here to help

PLC Programming

The PLC Programmer is responsible for the planning, design, programming and implementation of PLC/HMI based control systems. The Programmer possesses the skills to design, program and commission industrial projects using current technology. This includes system design, PLC programming, HMI programming, system commissioning and industrial network communication network implementation.

SCADA Programming

The SCADA Programmer is capable of design and develop large distributed SCADA systems from scratch. They possess the skills to define and develop system structure and concepts such as template definitions and interfacing, define and develop complex scripting to be used in objects and graphics.

Database Programming

The Database Programmer is able to understand SQL database structures and build tables and views along with developing SQL queries and store procedures and integrate SQL databases into SCADA and reporting systems.

Network Engineer

The Industrial Network Engineer is responsible for implementing, maintaining, supporting, developing, and designing communications networks for our clients. They are able to work with clients to determine network requirements and to implement new technology into existing networks.

Design Engineer

The Industrial Design Engineer can create complete design drawing packages under the direction of the programmer in charge of the project. They are required to work within the design constraints established by the project lead, but also to be creative and resourceful to document detailed design information. The Design Engineer will supply AutoCAD drawings, detailed bills of material, typical circuit diagrams accompanied by spreadsheets detailing instances, I/O lists, motor manifests and any number of other documents required to provide the necessary design information.

Field Technician

Field Technicians are capable of performing start-ups of controls systems, assist in radio communications set up, provide technical expertise on provided equipment.

HISTORY OF PROVIDING SIMILAR SERVICES

While Vertech is largely a project-oriented company, approximately 25% of our revenue is comprised of support services. The following references are a representation of existing clients with service contracts:

1. ***City of Avondale***
   399 E Lower Buckeye Rd
   Avondale, AZ 85323
   Randy Ziolkowski, 623-333-4455
   (623) 333-4000
   rzilkowski@avondale.org

Technology: 24-Hour support Wonderware InTouch, Modicon PLC's, and MDS 9810 Serial Radios. In 2011, Vertech was the sole firm awarded with SCADA support services for both the Water and Wastewater utilities. The contract is renewable for four additional years.

2. ***City of Buckeye***
   530 East Monroe Avenue
   Buckeye, Arizona 85326
   Patrick Orr, 623-349-6124
   porr@buckeyeaz.gov

Technology: Support of Wonderware InTouch and Allen Bradley Compact Logix and 5/03, Modicon Momentum, and Koyo PLC's, MDS and Phoenix Contact Radios – support of water and wastewater treatment systems.

3. ***Town of Queen Creek***
   22350 South Ellsworth Road
   Queen Creek, Arizona 85142
   Kenny Secrist, 480-358-3450
   kenny.secrist@queencreek.org

Technology: 24-Hour Support for Wonderware InTouch, Allen Bradley PLC's, MDS iNET 900 and Siemens WiMax Radios for one WTP and eight remote sites.

SPECIAL OR UNIQUE CAPABILITIES OR SERVICES

Vertech can help the City of Oxnard develop their network infrastructure and cybersecurity. Our available services include the following,

NETWORK ASSESSMENT

Your assessment will include:

Asset inventory

- Data flow diagram
- Access control review
- Remote access review
- Network architecture review
- Patch management review
- Backup and disaster recovery review

Findings are presented with a prioritized recommended action list to align your network with industry best practice and relevant standards.

NETWORK IMPLEMENTATION

Implement action items from your assessment or enlist our team for your OT project. In addition to IT networking skills, OT projects require understanding of automation assets like PLCs, instruments, and industrial PCs. Trust Vertech for OT projects like:

- New network design
- Functionality improvements
- System upgrades and migrations

• Network installation

NETWORK MAINTENANCE

Vertech provides annual service agreements to manage OT assets. Using state of the art software tools and deep experience in OT environments, our team provides:

• Active network monitoring

• Patch management

• Device management

• Backup

• Disaster recovery

CYBERSECURITY ASSESSMENT

Your assessment will include:

• Risk assessment

• Vulnerability assessment

• Zone and conduit modeling

• Cybersecurity governance documentation review

• Logging systems review

• Physical security review

Findings are presented with a prioritized recommended action list to align your network with industry best practice and relevant standards.

CYBERSECURITY IMPLEMENTATION

Implement action items from your assessment or enlist our team for your cyber-security project. Understanding the unique vulnerabilities and threats to critical infrastructure networks is our specialty. Trust Vertech for OT cyber security projects like:

• Developing compliance procedures

• Vulnerability assessments

• Network segmentation

• Continuous threat detection platform implementation

CYBERSECURITY MAINTENANCE

Vertech provides annual service agreements to manage critical infrastructure cyber security. Using state of the art software tools and deep experience in OT environments, our team provides:

• Active threat monitoring

• Threat mitigation

• Ongoing vulnerability reports

• Regulatory compliance

CYBERSECURITY COMPLIANCE SERVICES

Vertech provides services to maintain compliance with federally mandated cyber-security regulations. Our team will handle all the tasks and reporting required by any of the following agencies/standards:

• NERC CIP

• NIST 800

• ISA/IEC 62443

• AWWA G430

REPORTS AND PERTINENT DATA OR MATERIALS SHALL BECOME THE SOLE PROPERTY OF THE CITY AND MAY NOT BE REPRODUCED WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE CITY

Acknowledged

E. REFERENCES

Reference 1	
Company Name	City of Santa Monica
Address	1212 5th Street, 3rd Floor, Santa Monica, CA 90401
Contact Person	Tim Vosecky
Email Address	Tim.vosecky@smgov.net
Telephone	310-487-3197
Project Name	SCADA Upgrade
Dates Work Performed	2018 – Present
Summary of Scope of Services	Upgrading Wonderware SCADA system hardware to Ignition running over Allen Bradley PLCs

Reference 2	
Company Name	City of Westminster
Address	8200 Westminster Blvd, Westminster, CA 92683
Contact Person	Scott Miller, Water Superintendent
Email Address	smiller@westminster-ca.gov
Telephone	(714) 548-3693
Project Name	SCADA Upgrade
Dates Work Performed	2018-2019
Summary of Scope of Services	Wonderware to Ignition Migration. Updated all PLC Panels. Migrated radio from Freewave to GE Orbit

Reference 3	
Company Name	Adelanto Public Utilities Authority
Address	11600 Air Expressway, Adelanto. CA 92301
Contact Person	Ben Pina
Email Address	bpina@ci.adelanto.ca.us
Telephone	760-246-2300
Project Name	SCADA Upgrade
Dates Work Performed	June 2016 – May 2017
Summary of Scope of Services	Upgraded outdated Wonderware SCADA system hardware to Ignition running over Allen Bradley PLCs

F. COST PROPOSAL / BUDGET NARRATIVE

STANDARD MAINTENANCE AND T&M SERVICE:

- Remote support (phone and VPN) will be the first method of service. (1-hour minimum)
- Rates are based on portal to portal with a minimum of a 4-hour shift per day.
- Maintenance and service hours will be billed T&M on a monthly basis.
- Blocks of hours can be pre-purchased for ease of use. Purchase order funds do not expire, but annual rate increases may apply.
- Rates vary based on advanced notice, detailed in the following chart.

Type	Hours	Rate
Engineering, Programming, Troubleshooting and Field Labor, **Standard Rate**	M – F 8:00—5:00 24-Hours' notice	$150/hour
Engineering, Programming, Troubleshooting and Field Labor, **After Hours Rate**	M—F 5:00PM—8:00AM, Saturday and Sunday, 24-Hours' notice	$170/hour
Engineering, Programming, Troubleshooting and Field Labor, **Same Day Service Rate**	M – F 8:00—5:00 Less than 24 hours, but more than 4 hours' notice	$205/hour
Engineering, Programming, Troubleshooting and Field Labor, **Same Day After Hours Rate**	M—F 5:00PM—8:00AM, Saturday and Sunday, Less than 24 hours but more than 4 hours' notice	$230/hour
Mileage		GSA Mileage
Materials		Cost plus 15%

EMERGENCY SUPPORT:

- Any notice less than 4 hours will be qualified as "emergency support."
- Rates are based on portal to portal with a minimum of a 4-hour shift per day.
- Vertech will respond within a 4-hour call-back.
- We will login through VPN connection to assess the problem immediately. (1-hour minimum per instance) If the problem can't be solved remotely, then an engineer will be dispatched to the site right away.
- Oxnard will be given an 800-number to reach the on-call engineer.
- Emergency support hours will be billed T&M on a monthly basis.
- Blocks of hours can be pre-purchased for ease of use. Purchase order funds do not expire, but annual rate increases may apply.
- A monthly statement is issued providing a detailed accounting for hourly costs and expenses, and showing the balance left on the contract. In addition, a trip report will be filled out on site with an explanation of services provided, and a copy will be provided at the conclusion of the service visit.

Type	Hours	Rate
Engineering, Programming, Troubleshooting and Field Labor, **Same Day Service Rate**	M – F 8:00—5:00, Less than 4-Hours' notice	$230.00/hour
Engineering, Programming, Troubleshooting and Field Labor, **Same Day After Hours Rate**	M—F 5:00PM—8:00AM, Saturday and Sunday, Less than 4-Hours' notice	$255.00/hour
Mileage		GSA Mileage
Materials		Cost plus 15%

NOTES

- This proposal is subject to the terms and conditions detailed on the following pages
- Service on holidays is not included in this proposal
- Invoicing will occur on the first full week of every month for any T&M performed during the previous month
- Terms of payment: Net-30
- This proposal shall be made part of the subcontract, service or purchase agreement issued to Vertech for this project
- No state or local taxes have been included in Lump Sum Price. They will be calculated at the time of billing

TERMS AND CONDITIONS

1. Definition of Terms
"Subcontractor" shall be Vertech Industrial Systems, LLC.
"Contractor" shall be the legal entity issuing the contract or purchase order to Subcontractor authorizing the Work.
"Owner" shall be the legal entity taking possession of all tangible goods produced as a result of executing the Work. The Work shall be the entirety of the goods and services defined in the attached Proposal. The Proposal includes this document in its entirety.

2. The entire agreement between Subcontractor and Contractor consists of: (a) these Terms and Conditions, (b) the Proposal, (c) the written requirements of Contractor (if any) that are attached as Exhibit B and, (d) if applicable, Contractor's later purchase orders to the extent consistent with the foregoing documents (collectively the "Contract"). To the extent any later purchase order includes terms that additional, different or inconsistent with these Terms and Conditions or the Proposal, such additional, different or inconsistent terms are expressly rejected by Subcontractor unless agreed to by both Contractor and Subcontractor in writing. The Contract may only be modified by a written Change Order, executed by both Contractor and Subcontractor.

3. Payment must be made according to the terms defined in this Proposal or otherwise agreed to in writing. Failure to make payment as agreed will result in the assessment of finance charges of 1.5% per month or the highest amount allowable by law, whichever is smaller. Additionally, lack of payment shall be just cause to withhold shipment of any tangible goods or the release of any design documents or software. Prior to the release of any deliverable to the client, the client's payment account for the affected project shall be current.

4. If, after seven (7) days' notice by Subcontractor, the Contractor does not make payment for the Work in conformity with this Contract (or, with or without such notice if the Contractor has repeatedly failed to make payment in conformity with this Contract), the Subcontractor may suspend the Work until it receives all payments then due, and the Contract Sum shall be increased by the Subcontractor's reasonable demobilization and remobilization costs. In the event collection of any amounts due to Subcontractor is referred to an attorney, Contractor shall bear all costs of collection, including, but not limited to, Subcontractor's reasonable attorney fees. Subcontractor may require prepayment of any or all amounts due if the financial condition of Contractor or Owner reasonably justifies it.

5. The Schedule for completing the Work shall be modified from time to time to reflect changes in scope or specifications or to permit revisions, particularly with respect to the software development portion of the Work. The Schedule also shall be extended in the event of delays caused by the Contractor, Owner or anything else not caused by the Subcontractor's acts or omissions and that are beyond Subcontractor's reasonable control.

6. To complete the Subcontractor's portion of the Project, Subcontractor will require Contractor and/or Owner to provide sufficient technical assistance to ensure that the specifications for the Work and the requirements of the Owner are communicated to the Subcontractor in a timely and cohesive manner consistent with the agreed scope of the Work. Contractor will take all steps necessary to secure the availability of such technical personnel at appropriate times to coordinate and communicate with Subcontractor. Subcontractor will not be liable for any failure to perform the Work, to the extent that the failure is caused by Contractor's lack of cooperation. Subcontractor is entitled to rely on the accuracy and completeness of any data, material, or other information furnished by Contractor, without independent investigation or verification.

7. Subcontractor's process for performing the software development portion of the Work requires Contractor's participation in the following stages of the project:

a. *Functional Specifications.*
Subcontractor

will prepare definitions, general drawings, specifications, etc. that specifically and completely describe the functional and visual requirements of the custom software component of the Work (the "Functional Specifications"). The Functional Specifications shall be considered a part of the Proposal. Contractor must give its approval to the Functional Specifications prior to Subcontractor proceeding with the Work. Any modifications to the Functional Specifications after such acceptance by the Contractor shall be cause for a reasonable increase in the Contract amount at Subcontractor's sole discretion.

c. *Factory Acceptance Test.* Following the substantial completion of (i) the software development Work and (ii) the fabrication, assembly and wiring of the hardware, the Contractor shall come to Subcontractor's facilities for a Factory Acceptance Test ("FAT"), at which time the system shall be demonstrated to have fulfilled the requirements agreed to in the Functional Specifications. Contractor representation at the FAT (with qualified technical personnel) is mandatory. In the event Contractor fails or refuses to participate in the FAT, such failure or refusal shall constitute acceptance of the Work "as is."

d. *Site Acceptance Test.* Following the FAT, the parties shall arrange to have the software and hardware installed in the field for on-site testing during startup. The Contractor shall include the Subcontractor in the startup and shall permit the Subcontractor to test the software under all possible configurations and conditions. Upon completion of startup, the Subcontractor shall perform a formal Site Acceptance Test (SAT) to demonstrate conformity of the installed system to the Functional Specifications. Contractor representation at the SAT (with qualified technical personnel) is mandatory. Sign-off of the SAT results shall serve as final acceptance of the Work. In the event Contractor fails or refuses to participate in the SAT, such failure or refusal shall constitute acceptance of the Work "as is" and without Warranty.

Should the Contractor fail to follow the processes set forth above, Subcontractor's warranty of the software will be null and void.

8. The Work will be deemed accepted, and the Subcontractor's warranty period described herein shall begin, upon the earliest of the following events: (a) the date of first use by the Owner or the party for whom the Work is intended to benefit; whether such use is partial or complete; or (b) the date of successful completion of the SAT .

The Subcontractor warrants the computer and controls hardware supplied for the Project to the extent of any manufacturer's warranty to Subcontractor that is applicable to such equipment. The Subcontractor warrants that it will, for a period of one (1) year, correct, repair or replace computer software that fails to meet the design requirements of the Contract under normal use. This warranty is void if anyone other than Subcontractor has modified the software in any way. Failure to purchase adequate training for those using the software will void this limited warranty. **EXCEPT AS SET FORTH IN THIS PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, THE SUBCONTRACTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES.**

9. The Contractor shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Subcontractor) used for the Project, and shall indemnify and hold harmless the Subcontractor against all claims by licensors of such software. The Subcontractor makes no warranty regarding such third-party software or its effect on the performance of the software to be developed by the Subcontractor for the Project.

10. The software to be developed by the Subcontractor shall remain the sole intellectual property of the

Subcontractor. Following acceptance and final payment to the Subcontractor, the Subcontractor will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only.

11. Subcontractor retains ownership of all intellectual property transmitted to the Contractor or Owner by the Subcontractor. Following acceptance and final payment to the Subcontractor, the Subcontractor will grant to the Owner a non-transferable, non-exclusive license to use the intellectual property for the Owner's internal purposes only. Under no circumstances shall the Owner transmit Subcontractor's intellectual property to any third party without express written consent from Subcontractor.

12. The total liability of Subcontractor to Contractor for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed the Contract Sum. **UNDER NO CIRCUMSTANCES WILL SUBCONTRACTOR BE LIABLE FOR ANY LOSS, INDEMNITY, DAMAGE OR DELAY ARISING OUT OF ITS FAILURE TO PERFORM DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, INTERFERENCE BY OTHERS, DELAYS IN RECEIVING APPROVALS OR NECESSARY INFORMATION FROM OWNER OR CONTRACTOR, FIRES, STRIKES, FLOODS, WAR, TERRORISM, RIOTS, DELAYS IN TRANSPORTATION AND ADVERSE WEATHER. UNDER NO CIRCUMSTANCES WILL SUBCONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER LEGAL THEORY.**

13. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's sub-subcontractors, and agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of the Contractor or anyone directly or indirectly employed or contracted with by Contractor (other than Subcontractor) or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In the event of a claim alleged to be caused in part by a party indemnified hereunder, if Contractor or anyone directly or indirectly employed or contracted with by Contractor (other than Subcontractor) is found to be more than 60% responsible, Contractor shall indemnify and pay Subcontractor 100% of its reasonable attorneys' fees incurred in defending such claim.

To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, and agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of the Subcontractor or anyone directly or indirectly employed or contracted with by Subcontractor (other than Contractor) or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In the event of a claim alleged to be caused in part by a party indemnified hereunder, if Subcontractor or anyone directly or indirectly employed or contracted with by Subcontractor (other than Contractor) is found to be more than 60% responsible, Subcontractor shall indemnify and pay Contractor 100% of its reasonable attorneys' fees incurred in defending such claim.

14. Commencing immediately, and continuing until a date one (1) year after the date of final completion of the Work, Contractor agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by or under contract to Subcontractor.

15. The responsibility for loss or damage of the equipment specified in the Contract shall be Contractor's from the time of shipment. Contractor is responsible for providing and maintaining adequate insurance protecting the equipment against loss or damage of any kind. Subcontractor shall pay for and maintain until final acceptance of the Work, policies of insurance issued by carriers acceptable to the Contractor which afford coverage for worker's compensation (including employer's liability) and general liability.

16. To the extent these Terms and Conditions are inconsistent with the Proposal or Contractor's written requirements (if any) attached as Exhibit B or any of Contractor's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with the Contractor's written requirements (if any) attached as Exhibit B or any of Contractor's purchase orders, the Proposal shall take priority. Subcontractor's Proposal is subject to Contractor's acceptance of these Terms and Conditions. Any purchase order, acknowledgement or other document submitted by Contractor to Subcontractor that includes any terms that are inconsistent with or contradict these Terms and Conditions or the Proposal are deemed rejected unless explicitly accepted by Subcontractor, in writing.

17. All prices shall be subject to any existing or future tax or governmental charge upon any services, production, shipment, installation, sale or use of the goods or services provided by Subcontractor to the extent Subcontractor is or shall be required to collect or pay such taxes by law or regulation. The amount of such taxes shall be paid to Subcontractor immediately upon request, or in lieu thereof, a tax exemption certificate in a form satisfactory to the applicable taxing authority may be presented to Subcontractor.

18. Subcontractor may terminate this Contract for any of the reasons that Contractor may terminate its contract, if any, with Owner or any higher-tier contractor. Contractor may terminate this Contract at any time prior to approval of the Functional Specifications and upon the giving of thirty (30) days' notice. Following approval of the Functional Specifications, Contractor may terminate Subcontractor only for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Contractor). If terminated for whatever reason, Subcontractor shall be entitled to receive payment for the Work executed, and costs incurred by reason of such termination (including any restocking charges), along with reasonable overhead and profit on Work not yet executed.

19. All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development issues. The governing law and place of the arbitration will be the state of the Project at a mutually convenient and accessible location.

APPENDIX A: VERTECH RESUMES

- Ron Smith
- Julia Jacky
- Kris Grindstaff
- John James
- Sudeep Somwanshi
- Frank Stamm
- Stephen Wolnisty
- Andrew Cecola

RON SMITH
PROJECT MANAGER/SENIOR CONTROL SYSTEMS INTEGRATOR

Education:
Associates in Applied Science (Electronic Technology)
Texas State Technical College – Waco, TX – 3.4 GPA

Professional Memberships:
- International Society of Automation (ISA)

Technology Experience:
- Modicon Unity Pro with Quantum, M340 and Momentum
- Wonderware System Platform and InTouch
- Rockwell FactoryTalk View ME and SE
- Rockwell Software RSLogix 5, 500 and 5000 programming software
- Intellution FIX32 and iFIX
- GE Cimplicity Machine Edition with PACS Rx3i
- Siemens S7-200, S7-300 and S7-1200/1500
- Siemens WinCC
- Allen-Bradley and ABB VFDs
- Industrial control networks including EthernetIP/Modbus TCP/ProfiNet, ProfiBus, DeviceNet, ControlNet, DH+ and RIO
- Various analytical and process instrumentation
- Various industrial control networks

Mr. Smith is a seasoned control systems professional with 20+ years' experience in the automation & industrial controls field. Ron's skill-set includes project management, system design and software development for multiple PLC and HMI platforms. Examples of Ron's industry experience include multiple large reverse-osmosis water purification systems, municipal water and waste-water treatment plants, municipal collection and distribution systems, industrial waste treatment systems and a variety of industrial applications including mining, batch weighing systems, meat processing and manufacturing.

Recent Project Experience:

City of Adelanto Water District
Adelanto, CA
Project management and technical lead duties were performed on this project. Ron led the design, PLC and SCADA programming and commissioning for this 13-site radio telemetry project which delivered well water to an existing treatment plant and then from the treatment plant to three storage facilities. This project was performed by a team of six Vertech designers and engineers.

City of Westminster SCADA System Upgrade
Westminster, CA
Ron performed project management and technical lead duties for the City's SCADA system upgrade project which was a full control system upgrade of a 12-site well water radio telemetry system. The system delivered and treated well water at each site and delivered it to the City's booster site and distribution system. This project was performed by a team of eight Vertech designers and engineers.

GE Water and Process Technologies Group Ultra-Pure Water System
Tempe, AZ
Ron provided electrical design, programming, panel fabrication and system commissioning for a 200 gpm UPW system. The system utilized reverse osmosis and resin bed de-ionization technologies among others, and was controlled using GE PACs Rx3i processors and Proficy iFIX HMI. Ron managed this project as well as filling all technical roles.

Irvine Ranch Water District
Irvine, CA
As the Project Manager and Technical Project Lead, Ron's responsibilities was to oversee the integration of seven remote sites from the PLC, OIT and SCADA programming phase to completion of startup and commissioning. The sites consist of well sites, booster stations and lift stations. Ron oversaw the project execution effort performed by a small team of Vertech engineers.

Roosevelt Irrigation District Groundwater Treatment System
Phoenix, AZ
Ron's responsibility on this project was to manage and implement the design, programming and commissioning of a monitoring and control system for four remote groundwater well sites in the Southern Phoenix area. The system includes communications between sites via radio telemetry to a common SCADA system for remote monitoring, control and data acquisition of the treatment process at each site. Video surveillance was implemented at each site to achieve live security monitoring.

JULIA JACKY, EIT
CONTROL SYSTEMS INTEGRATOR III/PROJECT LEAD

Education:
Bachelor of Science in Electrical Engineering Technology
LeTourneau University · 2011

Technology Experience:

PLC Programming:
- Modicon Unity Pro v4.1-v11.0
- RSLogix500
- RSLogix5000
- Siemens TIA Portal
- ProWorx NXT
- Scheider Electric SoMachine 3.0

HMI/SCADA Programming:
- Wonderware System Platform
- Inductive Automation Ignition
- Wonderware InTouch
- Vijeo Designer
- PanelView Plus
- RSView ME/SE
- Indusoft 6.1/8.0
- GE iFix 3.5, 5.5

Other:
- Powerflex Drives
- AutoCAD
- SEL Power Monitors and Motor Protection Relays
- Stratix Switches

Certifications:
- EIT (Engineer in Training) – Arizona Certification # 11605
- Wonderware Certified (#CSI3349)
    - Application Server 2014R2
    - InTouch for System Platform 2014R2
    - InTouch 11.1 – 2014R2
    - Historian Server 11.6 2014R2
    - Historian Client 10.6 2014R2
    - Archestra Object Toolkit
- Ignition v7.8 Core Certified

Continued Education:
- Ignition Core Training – (Sept 2014)
- RSTechED (32 PDHs) – (June 2013, June 2016)
- InTouch Software training – (April 2012)

Ms. Jacky joined Vertech in February of 2012 and currently holds the position of **Control Systems Integrator III and Project Lead**. Julia's experience includes PLC programming, HMI/SCADA programming, control system commissioning services, electrical design, instrumentation, and system troubleshooting.

Recent Project Experience:

Irvine Ranch Water District Expansion and Upgrades
IRWD, Irvine, CA
Julia has provided complete PLC, SCADA, and HMI programming, as well as extensive ongoing support, for various district capital projects (including wells, treatment facilities, pumps stations, reservoirs, and lift stations). Each location is controlled with either a Modicon Quantum or M340 PLC and requires the use of the client's standardized PLC code. Julia also provided complete system commissioning assistance with each site. (Unity 4.1/8.0, Wonderware System Platform 2014, Wonderware System Platform 2012 R2, Wonderware InTouch, Indusoft 6.1/8.0, Win911)

Heliae – Rhode Island Algae Production Facility
Heliae, Chandler, AZ
Project scope included panel design, engineering, fabrication, and complete system programming for an algae production facility start-up. This project was completed under a strict time schedule. Julia provided complete PLC programming for the system, which included approximately 60 motors, 120 valves, and 30 PID loops. Julia also provided complete system commissioning assistance, including VFD configuration, instrumentation setup and calibration, and wiring. (RSLogix5000, Powerflex drives)

GE Ionics – Water System Panel
GE Ionics, Phoenix, AZ
Project scope included panel design, engineering, fabrication, and programming for two wastewater treatment tanks. The PLC controlled chemical injection, recirculation pumps, and pH level monitoring. Julia provided complete PLC and HMI programming for the system. (RSLogix500, PanelView32)

Intel – Redundant Chemical Blending System
Aztech Controls, Chandler, AZ
Vertech's scope included the design, fabrication, and programming of two redundant control units for Intel. The PLC controlled the delivery of a chemical blend at a pre-determined percentage and overall flow rate and the HMI provided process monitoring and set point control. Julia provided both PLC and HMI programming. The program included system redundancy, SMS alarm text messaging, and a flow controller/flow meter feedback loop. Julia provided complete software start-up assistance. Julia also implemented a local SCADA system that would record all flow rates, setpoints, dispense times, and pH/H2O2 levels from each blending unit on a periodic basis. (SoMachine 3.0, Vijeo Designer, iFix 5.5, Proficy Historian for SCADA 4.5)

XTO Energy – Onshore Tank Level Control
XTO Energy, Kenai, AK
Project scope included panel design, engineering, fabrication, and programming for an onshore oil tank control system panel. Julia provided complete PLC and HMI programming for the system. (CompactLogix, PanelView Plus 1000)

KRIS GRINDSTAFF – RENEWABLE ENERGY SPECIALIST

Education:
Bachelor of Science, *Computer Science*
Arizona State University - 2003

Cyber Security Coursework:

- **2012 Department Of Homeland Security** Web, Introductory, Intermediate, and Advanced Cyber Security Training
- **2013 SANS Institute**
  CISSP (Certified Information Systems Security Professional)

Technology Experience:

- Network Security including Firewall installation and configuration, network zoning and segmentation.
- Cyber Security testing and evaluation for control system networks.
- Member of the Department of Homeland Security Industrial Control Systems Joint Working Group (ICSJWG)
- Network administration of servers, Active Directory, virtualization, remote access, routers, switches, etc.
- SLC 500, A-B PLC-2, AB PLC-5, ControlLogix, Softlogix, CompactLogix, and all RSLogix software.
- Wonderware InTouch and System Platform Certified Developer.
- Ignition by Inductive Automation Developer.
- DeltaV DCS Systems Programming.
- Communication networks: DeviceNet, ControlNet, Profibus, Profinet, EtherNet, and many others
- Microsoft Visual Basic 6.0 and VB.NET, C#, and SQL Server
- Rockwell RSView SE/ME/32, RSHistorian, RSBatch, RSSQL
- Databases: Microsoft SQL Server and Oracle
- Robotic systems: ABB, Adept, Staubli, Yamaha, GE Fanuc, and Motoman
- Vision systems: Cognex, DVT, Keyence, PPT, Retina, Adept, and multiple others.

Mr. Grindstaff joined Vertech in July of 2011, and he holds the position of Renewable Energy Specialist for Vertech. Kris has extensive experience and skill in designing, programming, testing, and servicing complete automation solutions. Kris' experience includes everything from servo and motion control drives, to PLC's to plant wide SCADA and cell monitoring systems. Kris has developed several applications for machine control, HMI's, database storage and retrieval, and network utilities using Microsoft Visual Basic 6.0 and VB.NET, C#, and SQL Server. Kris has vision systems experience, as well as design and implementation of numerous robotic systems. Kris' skill set includes proficiency in Information Technology area including site management, server administration, and network configuration. Kris is formally trained in cyber security and is fully capable of assessing and securing systems to current industry standards.

Recent Project Experience:

DEPCOM Power – 2015-Present Solar Power Plant Control System
DEPCOM Power, Idaho, Mississippi, North Carolina, Georgia, Connecticut, Oregon
Project scope included panel design, engineering, fabrication, and complete system programming for a solar power plant control system. The plant HMI interfaced to 65 devices (~90,000 tags) providing monitoring and control utilizing Ignition by Inductive Automation. A SEL RTAC was used as a power plant controller, interfacing with 20 inverters to provide closed loop power and voltage control. Also, includes all network and server setup. NERC CIP compliant network security.

Fluor – 2014-2015 Solar SCADA Project
Arizona, California, and Texas
Develop, test, and implement Wonderware System Platform systems at two solar sites that monitor, control, and collect data. Also added monitoring and data collection at a central monitoring center in Texas. The central monitoring center has real-time data and views into both local sites.

Town of Queen Creek – 2014 Water Controls Upgrade
Queen Creek, Arizona
Programming of approximately 30 PLC's along with converting multiple old HMI applications into a single distributed SCADA application. This also involved networking and radio systems to be added.

Freeport-McMoRan Copper & Gold Inc. – 2014 Hydromet Controls Upgrade
Green Valley, Arizona
Programming of approximately 20 PLC's and HMI applications to replace and improve existing systems. This also involved a new network setup and multiple servers for a WonderWare system platform application.

KRIS GRINDSTAFF – RENEWABLE ENERGY SPECIALIST

Freeport-McMoRan Copper & Gold Inc. – 2013 Crusher Controls Upgrade
Green Valley, Arizona
Programming of DeltaV DCS and AB PLC's to replace and improve existing systems. This involved removing old Fisher ProVox DCS system and replacing with a new DeltaV DCS system. This not only involved programming and HMI graphics but also wiring as well.

Freeport-McMoRan Copper & Gold Inc. – 2011 Water Controls Upgrade
Green Valley, Arizona
Programming of approximately 50 PLC's and HMI applications to replace and improve existing systems. This system is comprised of several well sites and booster stations to pump and move water for use in mining. Networking all systems together with fiber optic network to improve system performance and reliability. Creating all PLC (AB CompactLogix) and PC programs (Emerson Delta V – DCS) including interfacing with existing systems for total system control and monitoring. Development of data storage and retrieval sytem.

ETEC Systems*
Oslo, Norway
Designed three large systems for the manufacturing and testing of microprocessors. This included ControlLogix and SoftLogix PLC's, PC based robotic systems, several pieces of test equipment where custom interfaces had to be created, and various other pieces of industrial automation equipment. Developed all PLC and PC programming. Developed all interfaces and custom HMI applications using the .NET environment. Developed databases for historical tracking and designed reporting services for the data.

Nokia*
Dallas, Texas
Design and development of complete automation cells for the automated production of cell phones. Responsible for over 150 complete cells. Performed all robotic and PC based programming. Custom PC apps for interface control and data storage and retrieval. Networked all systems together for plant wide monitoring and data collection. Managed installation of all cells. Performed all I/O checks and troubleshooting.

Ryobi Die Castings*
Shelbyville, Indiana
Networked all automation lines in three separate plants. Addition of PLC and HMI programming to allow for statistical data gathering for all processes. Developed databases for data storage. Streamlined all system processes to reduce downtime and improve quality at the same time as increasing throughput. Once all systems were networked and program changes were complete, developed web-based system for total plant monitoring and overview and to allow for custom report generation.

General Motors*
Detroit, Michigan
One of the lead developers for the complete re-tool of all GM plants worldwide. Responsible for developing robotic, PLC, and PC based applications. Installed and tested all systems including I/O checkouts. Interfaced all new systems with corporate network to allow for complete companywide monitoring of all systems. Developed standardized code modules so that development by others followed certain coding standards and allowed for plug and play type functionality. Developed automatic code generation tools.

*This project experience was gained while Kris was with a previous employer. This was not a Vertech project.

Corporate Resume

JOHN JAMES – SENIOR CONTROL SYSTEMS INTEGRATOR

Education:

BSE, Electrical Engineering

Arizona State University, 2001

Technology Experience:

PLC Programming:

- Unity v4.0-11.0
- Concept v2.2-2.6
- ProWORX NxT
- ProWORX 32
- Studio 5000
- RS Logix 5000
- RS Logix 500
- Proficy Machine Edition
- VersaPro
- Logicmaster 90
- Automation Direct Click

HMI Programming:

- Intouch v7.0-10.0
- Proficy iFix
- Cimplicity
- SoMachine v2.0-3.0
- Vijeo Designer
- QuickDesigner
- Schneider XBTL-1000
- PanelMate Power Pro
- C-More

Radio Systems:

- GE/MDS
- Proxim
- Firetide
- Freewave
- Data-Linc
- EF-Johnson
- Esteem

Certifications:

- F.E./Engineer in Training – Arizona Certification #08683
- Wonderware InTouch 10.0 Certified – # SI307960

Mr. James joined Vertech in October 2010 as a **Senior Control Systems Integrator**. John has eighteen years of experience in PLC programming, process control, and systems integration/automation and possesses a broad knowledge of radio communications systems and their usage in SCADA environments.

Recent Project Experience:

City of Avondale Northside Arsenic Removal Facility Legacy PLC Upgrade
Avondale, Arizona
Upgrade and replacement of an existing legacy controller for a critical arsenic removal facility. Programming involved converting existing code and adapting communication routines to execute on Modicon M340 hardware and then seamlessly integrating the new hardware and communications during a time-sensitive cutover. (Modicon M340, Modicon Compact)

City of Westminster Radio Survey
Westminster, California
Radio survey to evaluate and document radio installations at twelve existing remote facilities. Evaluation included site inspection of equipment and existing installation, radio spectrum analysis, signal strength comparison between existing and mobile test radio installation, and a survey report documenting all findings and recommendations. (Freewave FG2R-PE-U 900MHz)

Duperon Coarse Rake Controller
Chandler, Arizona
PLC programming, startup, and training for Duperon coarse screen new-build expansion at the Chandler Ocotillo wastewater plant expansion. Programming involved differential level controls, I/O interfacing, and alarming. (Modicon M340)

Woods Valley WRF Phase 2 Expansion
Valley Center, California
PLC programming for entire Phase 2 Expansion of the Woods Valley wastewater plant. Programming involved multi-pump controls, Ethernet/IP controls on all VFDs, PID feedback controls, I/O interfacing, and alarming. On-site I/O checkout and startup. (Allen Bradley ControlLogix)

City of Avondale Northside Booster
Avondale, Arizona
Booster station PLC and OIT code development, implementation, and startup. Integration included bidirectional Modbus messaging and integration with an existing Modicon Compact PLC controlling an on-site arsenic removal system. (Modicon M340, Compact, Magelis OIT)

Corporate Resume

SUDEEP SOMWANSHI – CONTROL SYSTEMS INTEGRATOR III

Education:

MS, Industrial and System Engineering

State University of New Yok at Binghamton, 2015

BS, Electronics and Telecommunication Engineering

University of Pune, India 2012

Technology Experience:

PLC Programming:

- Step 7 TIA portal
- RSLogix5000/Studio5000
- RSLogix500
- Proficy ME
- Modicon Unity v5.0-v12.0

HMI Programming:

- WinCC TIA Portal
- Proficy GE iFix 5.5
- Vijeo Designer
- Indusoft
- Vijeo Citect 7.1
- Wonderware System Platform
- Inductive Automation Ignition

Other:

- VBA
- SEL Power Monitors
- SQL

Certification:

- RSTechEd 2018
- Ignition Core Training (ongoing)

Mr. Sudeep Somwanshi joined Vertech in April 2017 as a **Control Systems Integrator III**. Sudeep graduated from the State University of New York at Binghamton in 2015 with a Master's degree in Industrial and System Engineering. Sudeep's experience includes PLC and HMI/SCADA programming, control system commissioning services, electrical design and instrumentation.

Recent Project Experience at Vertech:

Irvine Ranch Water District Expansion and Upgrades
IRWD, Irvine, CA
Sudeep has provided complete PLC, SCADA, and HMI programming, as well as extensive ongoing support, for various district capital projects (including wells, treatment facilities, pumps stations). Each location is controlled with either a Modicon Quantum or M340 PLC and requires the use of the client's standardized PLC code. Sudeep also provided complete system commissioning assistance with each site. (Unity 4.1/8.0, Wonderware System Platform 2014, Wonderware System Platform 2012 R2, Wonderware InTouch, Indusoft 6.1/8.0)

Valley Center Water Treatment Plant
Valley Center Municipal Water District, Valley Center, California
Sudeep joined the commissioning of the Phase 2 Expansion of the Woods Valley wastewater plant and took over the functional testing part of the commissioning. It included the VFD communication, instrument configuration, PID Tuning and function testing as per the control strategy. Allen Bradly Control Logix PLC and drives.

White Wave Foods
City of Industry, CA
WhiteWave Foods has four boilers in their City of Industry facility that are used for steam-in-place cleaning of tanks. The boilers are controlled by Siemens LMV5 burner management systems and are equipped with AZL5 displays. Sudeep has developed S7-1200 PLC software (TIA Portal) to read the data from these burner controls. This data is currently being monitored on SCADA for the operation and maintenance purpose.

City of Westminster
Westminster, CA
Vertech upgraded the control and data acquisition system for City of Westminster which included 12 well site, reservoir and turnover stations. Sudeep assisted in the development of Studio5000 PLC applications, Ignition SCADA development and database development.

Squaxin Island Tribe
Kamilche, WA
Vertech upgraded and combined current two Wonderware Intouch and HMI system to one redundant Ignition SCADA system. This SCADA is communicating to nine devices over radio and fiber network. Sudeep converted and upgraded the existing SCADA programs to Ignition SCADA system and also assisted in onsite startup for this system.

Corporate Resume

STEPHEN WOLNISTY – CONTROL SYSTEMS INTEGRATOR

Education:

AA, General

Hope International University
Fullerton, CA 2015

Technology Experience:

PLC Programming:

- Step 7 TIA portal
- RSLogix500

HMI Programming:

- Ignition

Other:

- Python
- C++

Certifications:

- Inductive Automation Ignition 7.9 Core
- Inductive Automation Ignition 8.0 Core

Stephen joined Vertech in May 2018 as a Control Systems Integrator. Stephen graduated from Hope International University in May 2015. Stephen's experience includes PLC and SCADA programming. Mr. Wolnisty has experience with the Siemens TIA Portal and Rockwell RSLogix500 software and is also an Inductive Automation 8.0 Core Certified Developer for Ignition.

Recent Project Experience:

Titan Workcell Furnace Door Controls
Arconic, Rancho Cucamonga, California
Stephen provided PLC programming for hardware controls mounted to forklifts to control furnace doors and gateway scripts to link forklift commands with correct furnaces tags in Kepware. (RSLogix500, Ignition 7.9)

Hill Site SCADA Upgrade
Berry Petroleum, Bakersfield, California
Project scope included replacing current SCADA application at both Hill site locations while designing new SCADA to be scalable to more sites in the future. Stephen was in charge of template design, screen conversion, and bringing tags together from various sources. (Ignition 8.0 Vision, KepServer EX 6, iFIX 5.5, FactoryTalk View 10, RSLogix5000)

HVAC Demo Panel
Drake Integration, San Diego, California
Project scope included panel design, engineering, fabrication, system programming, and HMI design for a small demo control panel. Stephen provided PLC programming for the Siemens PLC used as well as SCADA design for the complete project. (Step 7 TIA Portal, Ignition 7.9)

Corporate Resume

ANDREW CECOLA – CONTROL SYSTEMS INTEGRATOR I

Education:

MS, Mechanical Engineering

University of Southern California, 2019

Technology Experience:

PLC Programming:

- Step 7 TIA Portal
- RSLogix5000

HMI Programming:

- Ignition

Other:

- Python

Certifications:

- Inductive Automation Ignition 7.9
- Siemens Certified for TIA Portal Workshop (S7-1500)

Mr. Cecola joined Vertech in January 2019 as a **Control Systems Integrator**. Andrew graduated from the University of Southern California in 2019 Majoring in Mechanical Engineering, emphasized in Product Design. Andrew is experience mainly HMI programming, with second-hand experience in PLC.

Recent Project Experience:

Conveyor Control System
Magnaflow, Oceanside, CA
Project scope included panel design, engineering, fabrication, and complete system programming for the Convey Control System. The SCADA System was created completely in Ignition 8.0 Perspective. The HMI allowed for alarm monitoring set point adjustments, system database communications between PLC, Ignition, and Magnaflow's WMS. Andrew provided HMI programming for the system. (Ignition 8.0 Perspective)

Alarm Pipeline
City of Santa Monica, CA
Project scope included upgrading an existing alarm dialer system to perspective 8.0. Andrew completely rewrote the alarm pipeline to take advantage of the new features available with Ignition 8.0 Perspective. (Ignition 8.0 Perspective)

APPENDIX B: WESTIN ENGINEERING

WESTIN HISTORY

Partners: Westin Technology Solutions, Inc. (Westin) Westin has delivered over 1,200 successful SCADA Lifecycle engagements and we continue to remain uniquely qualified to partner with you on this important support initiative, ensuring your continued successful best-in-class operations in the future. Our professional services firm was founded over 38 years ago, specifically to serve the SCADA and associated operational technology needs of public sector water, sewer, and recycled water utilities like COM. These planning, design, and implementation services are our company's primary focus and core competency. We take a collaborative and holistic approach and believe in people first, then process and technology. Westin is a strong client advocate and trusted advisor working exclusively in the water industry that believes technology is a tool to enable people to be effective and efficient. Our firm continues to remain vendor-neutral for all its engagements.

Westin has completed numerous SCADA Master Plans, Assessments, and Design Upgrades in the last five years and continues to bring the full breadth of collaborative, functional and technical skills needed to plan, assess, design, procure, protect, integrate, and sustain a modern SCADA and telecommunications system at COM. We specialize in current industry thought leadership and 'best practice' methodologies for operations and automation, SCADA HMI and PLC, instrumentation and analyzers, telecommunications and networks, ***cyber security***, disaster recovery, SCADA governance, smart water analytics, data management, and business integration. We have also served as the owner engineer oversight on numerous SCADA implementation projects. Westin deploys Effective Utility Management (EUM) best practices to consistently look towards the future in water and wastewater, building strong and innovative business cases for deployed capital at our clients.

WESTIN APPROACH AND EXPERIENCE

Westin is a "Pure" water consultancy operating solely in W/WW and has come to understand all aspects of a water utilities business and operations functions. The firm has served clients in the areas of SCADA/process control, asset and maintenance management, knowledge management, customer service, security, telecommunications, GIS, analytics and information technology. Westin is a focused organization that delivers proven Automation results that clients trust from the top down. *Our President is the former GM of Chicago Water and a licensed Controls Systems Engineer with years of perspective on both sides of the fence.*

Water and Wastewater Experience: Westin is focused on helping water and wastewater agencies become more effective and efficient – lowering their cost of service and protecting their infrastructure investments. We understand the challenges of operating and managing water utilities and how to improve efficiency, effectiveness and cost avoidance. Westin is committed to leading the industry by actively leading professional organizations and research.

Skilled Staff: Westin's staff has an extensive depth and breadth in automation deployment, business processes and technology needed to operate effective, efficient water and wastewater utilities. A Core Competency is an extensive skill set in the planning and implementation of SCADA and automation systems, the underlying technologies and network systems that connect your organization.

Proven Approach: Westin is proud that their plans get implemented, have clear roadmaps you can follow, and address the opportunities for operations and business users to apply automation and data to make better decisions and optimize the operation of their assets and resources. Westin believes in people first and take on a highly collaborative approach in all engagements.

WESTIN EUM360 OPERATIONS MANAGEMENT SERVICES/BENEFITS

- Industry Leading Enterprise Operations Best Practices with aligned Technologies
- ***Delivers Best-in-Class Cybersecurity Profile for SCADA***
- Offers Risk Identification and Mitigation Methodologies
- Drives Optimization of Processes to Reduce Costs
- Supports Data Governance Initiatives

Westin: A 360 Perspective for Effective Utility Management

While our solution offerings are specific in nature, Westin always applies our proprietary eUM 360 methodology to ensure that our services employ the industry's defined Effective Utility Management principles.

Our eUM 360 process incorporates best practice approaches, uniting business and technology management methodologies in four enterprise perspectives:

- Operations Management
- Financial Management
- Customer Management
- Infrastructure and Asset Management

- Strengthens Partnership between Departments
- Facilitates Knowledge Transfer for Long-Term Stability

APPENDIX C: ACKNOWLEDGEMENT OF ADDENDUM

CITY OF OXNARD CALIFORNIA

ADDENDA NO. 1

PW 20-42

Supervisory Control and Data Acquisition (SCADA) Integration, PLC, Instrumentation, Programming Services and Cyber Security

(January 13, 2020)

CERTIFICATION OF RECEIPT OF ADDENDA

I certify that I have received this Addenda on behalf of the company listed below.

Signed: Dated: 1/20/20

Print Name: KEVIN SMITH Title: BUSINESS DEVELOPMENT MGR.

Company: VERTECH.

Email: KSMITH@VERTECH.COM

Agreement A-8213 with Vertech Inc. for Supervisory Control and Data Acquisition Systems (SCADA) Support Services

Public Works and Transportation Committee
May 12, 2020
Thien Ng
Assistant Public Works Director

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8213 with Vertech, Inc. for on call supervisory control and data acquisition (SCADA) support services for the water, wastewater, and recycled water systems in the amount of $900,000 through June 2, 2023.

2

BACKGROUND

- City releases request for qualifications December 23, 2019
- Bids close January 22, 2020.
- City received 2 responsive bids from ProUsys, Inc. and Vertech, Inc.
- Wastewater and Water Division determined Vertech, Inc. to be the most qualified bidder

3

DISCUSSION

- SCADA systems are complex communication systems
- Include the integration of hardware, software and firmware
- Critical to the daily operation of water, wastewater, and recycled water systems
- Used by staff to monitor and control valves, pumps, motors, and other critical system components

4

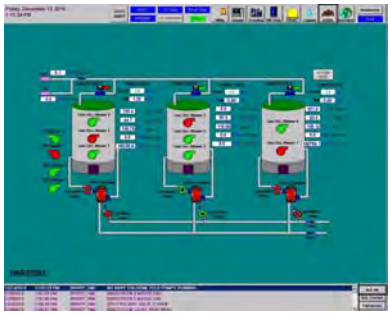
DISCUSSION – WATER

- One (1) reverse osmosis desalter plant
- Ten (10) drinking water wells
- Three (3) chemical feed systems
- Six (6) blending stations
- Four (4) remote pressure stations
- One (1) remote station for Calleguas, Springville reservoir
- One (1) remote station for Proctor and Gamble connection
- One (1) remote station for Port Hueneme Water Agency connection
- Six (6) connections from Calleguas
- Six (6) connections from United Water

5

DISCUSSION – WASTEWATER

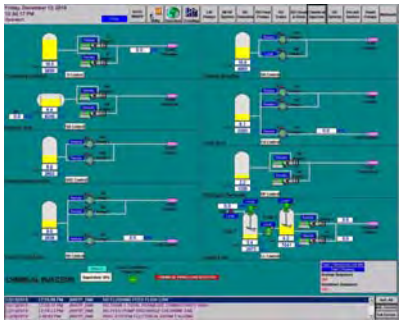
- One (1) 31.7 million gallon per day Oxnard Wastewater Treatment Plant
- Fifteen (15) sewage lift stations

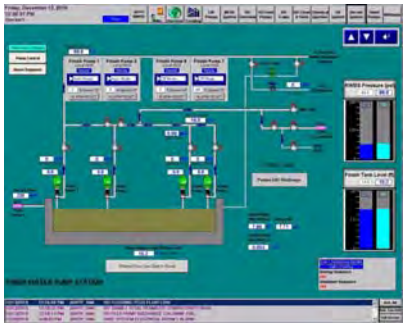


6

DISCUSSION – RECYCLED WATER

- One (1) Advanced Water Purification Facility (AWPF)
- Twelve (12) miles of recycled water pipeline pressure monitoring





7

FINANCIAL IMPACT

- Funds will be budgeted for FY 20/21 using the following accounts:

Division	Fund	Amount
Wastewater	621-6202-842-8209	$100,000
Water	601-6010-842-8209	$100,000
Recycled Water	601-6012-842-8209	$100,000

- Future funds will be requested in subsequent fiscal year budget

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QUESTIONS?
CITY OF
OXNARD
CALIFORNIA

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CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: May 12, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Third Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to:
1. Execute a Third Amendment to Agreement A-7950 with NBS Government Finance Group in the amount of $509,650 for a total not-to-exceed amount of $1,010,765.42 for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs) and formation services of Community Facilities Districts (CFDs) and to extend the term from May 31, 2021 to June 30, 2022; and
2. Authorize the City Manager to approve a budget appropriation for various LMDs, and CFD 6 Northshore as detailed in the financial impact section.

BACKGROUND

On February 7, 2017, City Council approved Agreement No. A-7950 to NBS Government Finance Group (NBS) in the amount of $166,700 for a term through June 30, 2018. NBS specializes in the administration of California special financing districts and provided services such as database development, budget preparation, assessment computation and analysis and engineer reports.

On May 22, 2018, City Council approved the First (1st) Amendment to Agreement A-7950 for a new not to exceed total contract value of $501,115.42 and extended the term date to May 31, 2021. The scope of work in this amendment included support for budget preparation, assessment computation and rate analysis, Engineer's Report preparation, noticing and resolution coordination, levy submittal and final Engineer's Report.

On January 3, 2019, a Second (2nd) Amendment to Agreement A-7950, was approved by the Finance Department Purchasing Manager and City Attorney's office to update the Prevailing Wage language. This amendment required no change to the contract value nor a change to term dates.

DISCUSSION

In Summer 2019, NBS engaged residents in districts that were underfunded due to maximum assessment caps or had utility caps. Residents and Homeowners Associations (HOAs) were engaged through phone calls with NBS and through an online survey. As a result of the survey, NBS produced the Collaborative Governance

Guide for Special Districts which included data from Oxnard residents on their desire to have improved landscape and amenities within their neighborhoods. Based on the responses provided by residents, NBS determined it best to engage 9 of the 27 districts in Fiscal Year 2019-20 to initiate Phase 2, Community Engagement, within this contract amendment. Community Engagement will consist of in-person or virtual community meetings, development of future budgets for a CFD, development of authorized improvements and additional surveys to determine whether a vote for a non-bonded CFD for maintenance would pass if put to a vote. Due to this added scope of service, an additional amendment to the NBS contract is needed.

The Third (3rd) Amendment to Agreement A-7950 is for an additional $509,650 (see Table 1) with an extended term through June 30, 2022 which will provide for on-call project engagement for CFD formation services for community engagement for up to 27 LMDs, including Harbour Island, to hold neighborhood meetings as they relate to new assessment district formations and additional services as they relate to budget development support. All services provided for community engagement will be based on available funding within the individual district. This amendment will continue to provide the on-going annual regular services.

This includes project engagement for the formation of two (2) new CFDs -Sakioka Farms and Northshore, public engagement meetings, data collection, boundary establishment and mapping, cost estimations, rate modeling, establishment of the rates of method and apportionment, CFD reporting and elections. Project engagement for focused community efforts, as they relate to the LMDs, will focus on outreach and education to various neighborhoods to identify solutions and new funding methods, including potential CFD formation, for the maintenance of city areas within each community.

Table 1

Exhibit	Additional Services	Contract Value
E	Non-bonded CFD formation services for Sakioka Farms	$22,000
F	District formation and bond issuance disclosure for Northshore CFD	$45,500
G	Public engagement services (Focused Community Efforts)	$403,650
	Document review support for Wagon Wheel CFD 7	$8,500
General	On-call budget support services	$30,000
TOTAL		$509,650

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for the Third (3rd) Amendment to Agreement A-7950 is an additional $509,650 through June 30, 2022. The spending plan for FY 2019-20 is $137,500. There are sufficient funds deposited by the developer for the formation of Sakioka Farms CFD (Fund 541) and appropriated in the amount of $22,000. There are sufficient budget appropriations of $5,000 in LMD 3 for RiverRidge (Fund 124) and $30,000 for LMD Administration (Fund 172). All other district funds require a budget appropriation increase of $80,500 in total.

Exhibit	District Name	Account Number	FY 2019-20 Spending Plan	Budget Appropriation	Fund Balance as of 6/30/19

E	Sakioka Farms (P41912)	541-4191-871-8209		N/A	N/A
F	Northshore - CFD 6	176-1606-805-8209	$45,500	$45,500	$533,210
G	LMD 3 - RiverRidge	124-1606-805-8229	$5,000	N/A	N/A
	LMD 12 - Standard Pacific	131-1606-805-8229	$5,000	$5,000	$22,764
	LMD 14 - California Cove	132-1606-805-8229	$5,000	$5,000	$21,467
	LMD 24 - Vineyards	144-1606-805-8229	$5,000	$5,000	$18,472
	LMD 25 - The Pointe	145-1606-805-8229	$5,000	$5,000	$26,030
	LMD 41 - Pacific Cove	163-1606-805-8229	$5,000	$5,000	$31,105
	LMD 50 Pleasant Valley Senior Housing	170-8007-899-8229	$5,000	$5,000	$35,289
	LMD 52 - Wingfield	170-8009-899-8229	$5,000	$5,000	$381,272
Special District Administration		172-1606-805-8209	$30,000	N/A	N/A
		TOTAL	**$137,500**	**$80,500**	

A budget appropriation from available fund balance will be required for CFD 6 Northshore (Fund 176) to complete the reformation and bonding requirements. A budget appropriation from available fund balances will be required for LMD 12 Standard Pacific (Fund 131), LMD 14 California Cove (Fund 132), LMD 24 Vineyards (Fund 144), LMD 25 The Pointe (Fund 145), LMD 41 Pacific Cove (Fund 163), and LMD 50 Pleasant Valley Senior Housing (Fund 170-8007) to meet the financial requirements of the focused community efforts through the end of FY 2019-20. The additional $372,150 for focused community efforts for LMDs and CFD formation will be requested during the budgeting process for FY 2020-21.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. A-7950 NBS Third Amendment
2. A-7950 NBS Second Amendment
3. A-7950 NBS First Amendment
4. A-7950 NBS Fully Executed
5. NBS Budget Appropriation
6. NBS CivicMic Collaborative Governance Report
7. Districts Map and Legend
8. NBS 3rd Amendment PowerPoint

Agreement No. A-7950

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Third Amendment amends the Agreement entered into on February 7, 2017 , by City and NBS. The Agreement previously has been amended by a First Amendment on June 1, 2018, and by a Second Amendment, on January 3, 2019.

City and NBS Governmental Finance Group agree as follows:

1. In Section 12 of the Agreement, the phrase "terminate on May 31, 2021," is replaced with "terminate on June 30, 2022."

2. Section 44 is added to the Agreement to read as follows:

"44. Additional Services

a. Consultant to provide services as described in Exhibit E – Agreement to Provide Non-Bonded CFD Formation Services for Sakioka Farms, which is attached hereto and incorporated herein by this reference.
b. Consultant to provide services as described in Exhibit F – Agreement to Provide District Formation and Bond Issuance Disclosure for Northshore Community Facilities District, which is attached hereto and incorporated herein by this reference.
c. Consultant to provide services as described in Exhibit G – Agreement to Provide Public Engagement services (Focused Community Efforts) for up to 27 of the City's Landscape Maintenance Districts, which is attached hereto and incorporated herein by this reference
d. Consultant to provide services as described in Exhibit H – Agreement to Provide Document Review Support for Wagon Wheel CFD 7, which is attached hereto and incorporated herein by this reference."

3. Section 45 is added to the Agreement to read as follows:

"45. Additional Compensation:

a. City agrees to pay the Consultant a not to exceed amount of $22,000 for the Services in Exhibit E.
b. City agrees to pay the Consultant a not to exceed amount of $45,500 for the Services in Exhibit F.
c. City agrees to pay the Consultant a not to exceed amount of $403,650 for the Services in Exhibit G.
d. City agrees to pay the Consultant a total not to exceed amount of $8,500 for the Services in Exhibit H.
e. City agrees to pay the Consultant up to a total not to exceed amount of $30,000 for on-call budget support services.

f. City agrees to pay the Consultant a total not to exceed amount of $1,010,765.42 for the services described in the totality of the Agreement."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 4-28-2020 Date

NBS GOVERNMENT FINANCE GROUP

Michael Rentner Date
President/CEO/CFO/Board Secretary

Dave Ketcham, Vice President Date

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

EXHIBIT E

CFD FORMATION SAKIOKA FARMS

NBS
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516
www.nbsgov.com

January 20, 2020

Ms. Jeri Cooper
Project Manager, Special Assessment Districts
City of Oxnard
300 W. Third Street
Oxnard, CA 93030

Subject: Agreement to Provide Non-Bonded CFD Formation Services for Sakioka Farms

Dear Ms. Cooper,

NBS would like to thank you for the opportunity to provide Non-Bonded CFD Formation services for the City of Oxnard ("City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

Scope of Services

Non-Bonded Community Facilities District (CFD) Formation Services with Landowner Vote

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the City in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

RATE MODELING

NBS will analyze the property data and cost estimate to formulate concepts with viable alternatives for spreading costs reasonable within the CFD boundary, taking into account the overall tax burden on the property.

RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, and others, as appropriate.

MAPPING

NBS will prepare the Boundary Map and related documents and present to the City as required by the Act.

INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax, as needed.

CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the City, legal counsel, and the public. NBS will file the Special Tax Report with the City Clerk.

PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings, as needed.

ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.

CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Fees

Non-Bonded Community Facilities District (CFD) Formation Services for Sakioka Farms

Consulting Fee $19,500
Estimated Expenses (1) $2,500
Total Estimated Cost per CFD Formation $22,000

(1) See description of expenses below

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, election costs, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	$225
Associate Director	$210
Senior Consultant / Engineer / Manager	$175
Consultant	$155
Analyst	$130
Clerical/Support	$105

TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

NBS Government Finance Group, DBA NBS	**City of Oxnard**
Michael Rentner	Name
President and CEO	
Title Date	Title Date

NORTON ROSE FULBRIGHT

January 21, 2020

Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071
United States

Direct line +1 213 892 9328
maryann.goodkind@nortonrosefulbright.com

Tel +1 213 892 9200
Fax +1 213 892 9494
nortonrosefulbright.com

Kenneth Rozell
Chief Assistant City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, CA 93030

Dear Mr. Rozell:

We are pleased to provide a proposal to represent the City of Oxnard (the "City") as special counsel in connection with the formation of a services community facilities district (the "Matter"). Our acceptance of the representation of the City (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Norton Rose Fulbright US LLP, which is one of the largest law firms in the United States, has consistently been among the leading law firms in terms of number of public finance transactions, including for which it has acted as bond, disclosure and special counsel for public agencies relating to community facilities districts.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Scope of Services

Norton Rose Fulbright US LLP (the "Firm") shall perform and render the following services as Special Counsel:

(a)

(b) Attend such meetings of the City and any staff or administrative meetings at which the Matter is to be discussed, as the Firm, in their judgment deem necessary, for the proper implementation of the Matter, or as requested by the City.

(c) Participate in sessions and provide material to educate individual landowners participating in the Matter.

(d) Draft the appropriate resolutions, notices, petitions, consents, election material and other certificates to be used in connection with the Matter.

(e) Provide any other services reasonably requested of special counsel and not set forth above.

The City shall assist the Firm by making readily available all existing data and other records requested by the Firm that are pertinent to the work to be performed by the Firm, including data and records relating to future development and the Matter. The City shall also make its personnel reasonably available to the Firm to provide information pertinent to such work when requested by the Firm. The City shall also provide such staff assistance as it has personnel available to provide, and as such staff assistance is reasonably requested by the Firm, including assistance from the City Attorney.

Our Personnel Who Will Be Working on the Matter

Don Hunt and I will be working on the Matter, and you may call, write, or e-mail either of us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

Our fees in the Matter will be flat and fixed at $30,000 and our expenses in the Matter will be capped at $1,800, payable upon the completion and delivery of a transcript relating to the Matter. Any services rendered in any litigation involving the City, the entity or district created by the City or the Matter are excepted from the services to be rendered for the above compensation. For such services which the Firm is directed to render for and an behalf of the City, compensation shall be on the basis of reasonable fees to be agreed upon by the City.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in the State of California. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules by the City.

You are advised that the Firm maintains Professional Errors and Omissions insurance coverage applicable to the services which we would be rendering.

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the City and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

Termination

At any time, the City may, with or without cause, terminate the Representation by notifying us of the City's intention to do so. Further, a failure by the City to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

In the event of termination of the Representation, the City will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Conclusion

This letter constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

Please carefully review this letter. If there are any questions about these terms of engagement, please let me know immediately. If acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Maryann L. Goodkind, Counsel

City of Oxnard Agrees to and Accepts this Letter:

_____ Date: _____, 2020

_____

_____

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. _____

TENTATIVE TIMETABLE
(January 21, 2020)

Complete	Responsible Party		Date
	City/NRF/NBS	Initial Conference Call	
	NBS	Distribution of draft Boundary Map, cost estimate and analysis and initial draft of RMA	
	NRF	Distribution of drafts of Petition and Waiver, resolution of intention	
	City/NRF/NBS	Conference Call	
	NRF/NBS	Distribution of revised map/RMA and petition/resolution of intention	
	NBS	Distribution of final RMA	
	NBS	Distribution of draft CFD Report	
	City	Collection of Signed Petition	
	City/NRF/NBS	City Attorney deadline for _____ meeting	
	City/NRF/NBS	Agenda deadline for ____ meeting	
	NRF/City	Distribution of remaining resolutions, ordinance, election material and draft Notice of Lien	
	ALL	City Council Meeting adopting Resolution of Intention *(within 90 days after petition submitted)*	
	City/NBS	Record Boundary Map with County Recorder *(15 days from ROI and at least 15 days prior to Public Hearing)*	
	NRF	Mail Election Material and Consent and Waiver	
	City/NRF/NBS	City Attorney deadline for ___ mtg	
	City/NRF/NBS	Agenda Deadline for ___ mtg	
	City	Receipt of Ballot/Consent and Waivers	
	City/NRF	Notice of Public Hearing *(published once at least 7 days prior to Public Hearing)*	
	ALL	Public Hearing *(Between 30 & 60 days after adopt. of ROI. Hearing may be continued for up to 30 days)*	
	ALL	City Council adoption of Resolution of Formation and Resolution Calling Election	

	ALL	Hold Election (*May be mailed special election held between 90 and 180 days from hearing (or shorter time if unanimous waiver by eligible voters) and must be approved by 2/3 vote)*	
	ALL	City Council adoption of Resolution Certifying Election and First reading of Ordinance Levying Special Tax	
	ALL	City Council second reading and adoption of Ordinance	
	City/NBS	Record Notice of Special Tax Lien with County Recorder - *Within 15 days after hearing*	
	City/NRF	Publish Notice of Adoption of Ordinance *(Within 15 days after adoption)*	

EXHIBIT F
CFD FORMATION FOR NORTHSHORE

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

June 6, 2019

Ms. Rosemarie Gaglione
Public Works Director
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: Project Engagement Letter to Agreement No. A-7950, Dated February 7, 2017 for 2019 Northshore Community Facilities District Formation and Bond Issuance Disclosure

Dear Ms. Gaglione:

NBS would like to thank you for the opportunity to provide Community Facilities District ("CFD") Formation and Bond Issuance Disclosure for the City of Oxnard ("City"). This letter serves as a confirmation to proceed with services for the 2019 Northshore Community Facilities District. NBS will provide these services under the Agreement No. A-7950, Dated February 7, 2017. The Scope of Services and Fees are shown below. All other provisions of the existing contract between the City of Oxnard and NBS remain in effect. We look forward to continuing our professional relationship.

Please print one (1) copy of our project engagement letter. Upon signing, please return by email to contracts@nbsgov.com.

Scope of Services

Community Facilities District Formation Services

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the City in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the City, legal counsel, the financial advisor and others, as appropriate.

MAPPING

INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax.

CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the City, legal counsel, the financial advisor and property owners. NBS will file the Special Tax Report with the City Clerk.

PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings.

PROPERTY DATA

NBS will provide certain disclosure data for the bond offering documents. Such data shall include parcel data, assessed value data, land use, development status and special tax classification information. NBS will also coordinate with the financing team to order overlapping debt data and sample tax bills, as requested.

ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.

Community Facilities District Bond Issuance Disclosure

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, any financial advisor and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the bond issuance
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the bond issuance. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

PROPERTY DATA

NBS will provide certain disclosure data for the bond offering documents. Such data shall include parcel data, assessed value data, land use, development status and special tax classification information. NBS will also coordinate with the financing team to order overlapping debt data and sample tax bills, as requested.

REVIEW BOND DOCUMENTS

NBS will review all bond documents prepared and provided by bond or other legal counsel and the financial advisor including the Official Statement, the Bond Indenture and the Continuing Disclosure Agreement.

DATA PROCESSING

NBS will process the property data and provide the following as requested:

- Current and prior years' special tax delinquencies.
- Assessed Valuation History
- Top CFD Property Owners
- Value to Lien Calculations

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents,

contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS' ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair NBS' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e. hourly or fixed fee based) may also present a potential conflict of interest regarding NBS' ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to City of Oxnard. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with City of Oxnard.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.

Fees

Community Facilities District Formation Services

Consulting Fee..... $27,500
Expenses ..... NTE $2,500

Community Facilities District Bond Issuance Disclosure

Consulting Fee..... $12,500
Expenses ..... NTE $3,000

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to travel, postage, telephone, reproduction, meals, etc.

TERMS

Services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days' simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days' written notice

Please feel free to contact me if you have any questions or need further information.

Best regards,

NBS Government Finance Group, DBA NBS	**City of Oxnard**
Michael Rentner	Name
President & CEO 6/6/19	
Title Date	Title Date

EXHIBIT G
PUBLIC ENGAGEMENT FOR LANDSCAPE MAINTENANCE DISTRICTS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

November 20, 2019

Ms. Jeri Cooper, MPA
Project Manager
Special Districts Division
City of Oxnard
1060 Pacific Ave. Bldg. 2
Oxnard, CA 93030

Subject: Agreement to Provide Public Engagement Services (Focused Community Efforts) for the City's Landscape Maintenance Districts

Dear Ms. Cooper,

NBS would like to thank you for the opportunity to provide continued Public Engagement services for the City of Oxnard (the "City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

Scope of Services

PUBLIC ENGAGEMENT – FOCUSED COMMUNITY EFFORTS

NBS will continue to develop and deploy content, including but not limited to:

- Weekly activity informational updates
- Ongoing updates on maintenance
- Calendar of anticipated events (such as timeline for the election, budget considerations, and tax due dates.)
- Legislative updates
- Meeting announcements and minutes
- Signup forms and specific interest group forms
- Specialized mapping and graphics pertaining to each community
- Content development and update for website and social media
- Digital and printed newsletters that highlight the various engagement items listed above.

Develop online/mailed surveys to gather information from individual communities by:

- Providing concise explanations about the survey.
- Developing specific questions that allow for focused results.
- Engaging a larger demographic within the boundaries.

- Measuring the performance of the survey.
- Providing useful and detailed results.

Provide the following meeting services for in-person meetings:

- Hosting at least 3 in-person meetings per community to give the community the opportunity to discuss items of importance as well as build a sense of community.
- Creation and posting of community meeting notices that will be posted on various outlets such as social media, public locations and in the newspaper and or newsletter.
- Lead meetings with particular objectives created with the City prior to the meeting.
  - Current objectives include finding and implementing solutions for the revitalization and long-term viability of public improvements in and around various communities in the City to protect real estate values and enhance the quality of life for its residents.
    - Public improvements include, but are not limited to, improvements on the perimeter and medians around various communities throughout the City currently maintained with general funds and improvements inside the communities currently maintained by special districts (Landscape Maintenance Districts or Community Facilities Districts).
    - Primary objectives include identifying solutions and new funding for the maintenance of perimeter and median improvements and increasing the overall maintenance level of service for each community.
- Development of action items based on feedback received at Community Meetings or from newsletters, surveys and other ongoing communication efforts.

Updates to the collaborative governance process which include:

- Updates to the collaborative governance report on progress for specific Landscape Maintenance Districts in creating solutions for the community.
- Creation of detailed plans for next steps within each community.
- Creation of Advisory Committees.
- Discussion and documentation of recommendations for new funding solutions.

COMMUNITIES AND SUMMARY OF INTERESTS – UP TO 27 MEETINGS ANTICIPATED*

- California Cove LMD 14 – watering, weeds, dead trees and trash.
- Harbour Island (Zone 2 of Waterways) – park, tree trimming and sidewalks.
- Pacific Cove LMD 41 – general landscaping.
- Pleasant Valley Senior Housing (Pacific Pointe) LMD 50 – trash, landscaping and noise.
- Pointe LMD 25 – general landscaping and tree trimming.
- River Ridge LMD 3 – tree trimming, weeds, greenbelts and watering.
- Standard Pacific LMD 12 – use of funds and general landscaping.
- Vineyards LMD 24 – general landscaping.
- Wingfield LMD 52 – general landscaping.

* Communities and interests identified from CivicMic online survey (August - November 2019). City may choose to engage for some, all, or communities other than those listed above.

CITY'S RESPONSIBILITIES

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents,

contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Fees

Focused Community Efforts..... $13,500 per community
Estimated Expenses (1)..... $1,450 per community
Total Not to Exceed per Community (2)..... $14,950 per community

(1) See description of expenses below

(2) Covers up to 3 in-person meetings. Additional meetings subject to additional fees per hourly rate schedule below.

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	$225
Associate Director	$210
Senior Consultant / Engineer / Manager	$175
Consultant	$155
Analyst	$130
Clerical/Support	$105

TERMS

Fees for focused community efforts will be invoiced monthly upon completion of tasks. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

NBS Government Finance Group, DBA NBS	**City of Oxnard**
Michael Rentner	Name
President and CEO 11/20/19	
Title Date	Title Date

EXHIBIT H
WAGON WHEEL CFD 7 DOCUMENT REVIEW SUPPORT

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

www.nbsgov.com

March 27, 2020

Ms. Julie Phillips
Special Districts Manager
City of Oxnard
1060 Pacific Ave, Bldg. 1
Oxnard, CA 93030

Subject: Agreement to Provide Construction Costs Reimbursement Services for Community Facilities District No. 2018-01 (Wagon Wheel)

Dear Ms. Phillips,

NBS would like to thank you for the opportunity to provide Construction Costs Reimbursement services for the City of Oxnard ("City"). We look forward to continuing our professional relationship.

Please print one (1) copy of our Executed Agreement. Upon signing, please email one copy to contracts@nbsgov.com.

Scope of Services

Construction Costs Reimbursement

The following Project Approach and Scope of Services are offered to clarify our understanding of the responsibilities related to Construction Costs Reimbursement Services. However, it is understood that the Scope of Services may be subject to modification as the project continues.

PROJECT APPROACH

NBS will meet with the City in order to define the services required. Our expectation is to act as an extension of the City to process Construction Costs Reimbursements. We offer a full spectrum of services as outlined in the scope below. We are able to provide a full reimbursement program or adapt to function within an existing system. Our familiarity with the facilities proposed and these types of projects enable us to offer services with maximum efficiency.

REIMBURSEMENT PROCESSING

NBS will develop standards and procedures to verify and assign bond proceeds to reimburse the appropriate parties for completed and accepted improvements. The will include verification of criteria to define a discreet improvement subject to reimbursement.

- NBS will utilize appropriate forms and certificates to enable the efficient processing of reimbursements and assure completion of work.
- NBS will obtain verification of all Lien Releases, Contractor, Subcontractor and Supplier payments.
- NBS will provide authorization to the Fiscal Agent to release bond proceeds for reimbursement.
- NBS will give notice of denied reimbursement requests and the reason for denial.
- NBS will maintain files on all reimbursements and provide a complete reporting with each reimbursement request.
- NBS will perform all work in a timely manner.

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

Fees

Construction Costs Reimbursement

Per Reimbursement Request ..... $8,500 plus 0.5% of the approved Reimbursement Amount

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	$225
Associate Director	$210
Senior Consultant / Engineer / Manager	$175
Consultant	$155
Analyst	$130
Clerical/Support	$105

TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

Please feel free to contact me if you have any questions or need further information.

Best regards,

NBS Government Finance Group, DBA NBS	**City of Oxnard**
Michael Rentner	Name
President and CEO 3/27/20	
Title Date	Title Date

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2019 by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Second Amendment amends the Agreement entered into on February 7, 2017 by City and Consultant. The Agreement previously has been amended on June 1, 2018, by a First Amendment.

City and Consultant agree as follows:

1. Section 43 is hereby added to the Agreement.

"Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Section 1771 applies. In providing services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations, including but not limited to those in the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference."

2. The attached Prevailing Wage Exhibit is hereby incorporated into this Agreement.

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

[Signatures on next page]

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

CITY OF OXNARD

2-5-19

☐ Tim Flynn, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

1/15/19

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

NBS Government Finance Group

Michael Rentner, President CEO/CFO/Board Secretary[2] Date

Dave Ketcham, Vice President Date

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

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

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

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

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

CITY OF OXNARD

☐ Tim Flynn, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 1/15/19 Date

NBS Government Finance Group

Michael Rentner, President CEO/CFO/Board Secretary[2] 2/4/19 Date

Dave Ketcham, Vice President 2/4/19 Date

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

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Consultant is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any Subconsultant. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each Subconsultant to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Consultant and each of its Subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Consultant becomes debarred or suspended throughout the duration of the Agreement, Consultant shall immediately notify City.
8. Consultant is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any Subconsultant for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its Subconsultants' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each Subconsultant a copy of, and a requirement that each Subconsultant shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure Subconsultants' compliance, including without limitation, conducting a periodic review of the certified payroll records of each Subconsultant, and upon becoming aware of the failure of the Subconsultant to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

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

Agreement No. A-7950

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This First Amendment amends the Agreement entered into on February 7, 2017, by City and NBS Government Finance Group.

City and NBS Government Finance Group agree as follows:

1. In Section 1 of the Agreement, the phrase "**Exhibit A** attached hereto and incorporated by this reference in full herein" is replaced with "**Exhibits A-2** and **C-2**."

2. In Section 8 of the Agreement, the phrase "[pursuant to the schedule provided in **Exhibit A** attached hereto and incorporated by this reference in full herein]" is removed in its entirety.

3. In Section 12 of the Agreement, the phrase "expire on June 30, 2018," is replaced with "terminate on May 31, 2021."

4. In Section 14 of the Agreement, Subsection (a) is replaced with

"City shall pay Consultant in an amount not to exceed $346,415.42 for the Services in **Exhibit A-2** at the rates provided in **Exhibit B-2**; and $154,700 for the Services in **Exhibit C-2** at the rates provided in **Exhibit D-2**. Invoices for Services provided shall reference **Exhibit A-2** or **C-2**. There shall be no comingling of funds."

5. In Section 22(a) of the Agreement, the phrase "attached hereto and incorporated herein by this reference" is removed in its entirety.

6. Section 43 is hereby added to state:

"Exhibits

Exhibits A-2, B-2, C-2, D-2, and INS-A are attached hereto and incorporated herein by this reference."

7. Exhibit A of the Agreement is replaced with Exhibit A-2, which shall read as follows:

COUNCIL APPROVED
5/22/2018 K3
DATE

"**EXHIBIT A-2**
SCOPE OF SERVICES

A. 1972 Act (LMD/MAD) **Administration Services of the** City's **Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)**

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.

2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.

3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:

    a. Background of the district.
    b. A detailed and technically supported Method of Assessment.
    c. A description of the improvements and services funded by the district.
    d. A cost estimate for the improvements and services being funded.
    e. Copy or reference to the original district diagram.
    f. A table showing assessed rates by zone and land use.
    g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.

5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame.

Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:

a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
b. Resolution preliminarily approving the Engineer's Report
c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
d. Resolution authorizing the placement of assessments on the secured property tax bills.

7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A-2), as requested by the City.

8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor- Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.

9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.

10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts (On-Call Services)

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

2. **Addition of Interior Improvements.** Consultant will review each district, work

with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled annually (in addition lo and not including the two (2) public meetings in A(7) of this Exhibit A-2).

C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1st of Each Fiscal Year, Upon City's Request)

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
    a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
    b. Assistance with direct staff allocations.
    c. Assistance with indirect cost allocations.
    d. Assistance with Proposition 218 compliance on an ongoing basis.
    e. Assistance with maintenance contract specifications and bidding.
    f. Assistance with the resolution of inquiries by property owners and the public.
    g. Assistance with the separation of Zone 1 and Zone 2 within the Waterways Assessment District."
    h. Assistance with public relations and outreach to the community

8. Exhibit B of the Agreement is replaced with Exhibit B-2, which shall read as follows:

"EXHIBIT B-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT A-2

1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 1st through August 31st of each Fiscal Year)

Range of fees below allows the City to select some or all of the tasks from the scope of work. Consultant will rely upon the City for selection of desired tasks each Fiscal Year. Consultant will use its hourly rate schedule to calculate fees within the range set forth below.

Districts or Zones with Less than 300 Parcels.....$250-774.29 Each*

Districts or Zones with 300 Parcels or More.....$250-1,106.14 Each*

Total Annually $10,250-33,405.14

* Per District Fee reflects a total of $2,000 in expenses and includes engineer's signature and stamp of 2018/19 consolidated engineer's report.

Breakdown of Administration Fees

District Name	Parcel Count	District Fee
LMD No. 03 (River Ridge)	515	$250-1,106.14
LMD No. 09 (Strawberry Fields)	226	250-774.29
LMD No. 10 (Country Club Estates)	153	250-774.29
LMD No. 11 (St. Tropez)	83	250-774.29
LMD No. 12 (Standard Pacific)	255	250-774.29
LMD No. 13 (Le Village)	160	250-774.29
LMD No. 14 (California Cove)	212	250-774.29
LMD No. 15 (Pelican Pointe)	73	250-774.29
LMD No. 16 (California Lighthouse)	265	250-774.29
LMD No. 23 (Greystone)	61	250-774.29
LMD No. 24 (Vineyards)	100	250-774.29
LMD No. 25 (The Pointe)	216	250-774.29
LMD No. 26 (Albertson's)	1	250-774.29
LMD No. 27 (Rose Island)	50	250-774.29
LMD No. 28 (Harborside)	355	250-1,106.14
LMD No. 30 (Haas Automation)	13	250-774.29
LMD No. 31 (Rancho De La Rosa)	233	250-774.29
LMD No. 32 (Oak Park)	27	250-774.29
LMD No. 33 (El Paseo)	190	250-774.29
LMD No. 34 (Sunrise/Sunset)	273	250-774.29
LMD No. 36 (Carmel/Santa Cruz)	330	250-1,106.14
LMD No. 37 (Pacific Breeze)	119	250-774.29
LMD No. 38 (Aldea Del Mar)	294	250-774.29
LMD No. 39 (Promesa & Sueno)	244	250-774.29

LMD No. 40 (Cantada)	113	250-774.29
LMD No. 41 (Pacific Cove)	120	250-774.29
LMD No. 42 (Cantabria & Coronado)	197	250-774.29
LMD No. 43 (Greenbelt)	164	250-774.29
LMD No. 46 (Daily Ranch)	262	250-774.29
LMD No. 47 (Sycamore Place)	111	250-774.29
LMD No. 49 (Cameron Ranch)	36	250-774.29
LMD No. 50 (Pleasant Valley)	60	250-774.29
LMD No. 51 (Pfeiler)	219	250-774.29
LMD No. 52 (Wingfield)	199	250-774.29
LMD No. 53 (Huff Court)	8	250-774.29
LMD No. 54 (Meadow Crest)	50	250-774.29
LMD No. 55 (Wingfield West)	41	250-774.29
LMD No. 58 (Westwind)	156	250-774.29
LMD No. 60 (Artisan)	3	250-774.29
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	250-1,106.14
Waterways	877	250-1,106.14
Total Annually:		**$10,250-33,405.14**

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts and Assistance to City Staff with the Administration of the Maintenance Assessment Districts
(Starting September 1st of each Fiscal Year Upon Request or On-Call Services)

Hourly per Schedule Below (Initial Authorization) .....$25,000 *
Estimated Expenses $1,500
Total Fees.....$26,500
* City may authorize additional hours as needed.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scopes of work above will be billed at this rate or the then-applicable hourly rate.

Title	Maximum Hourly Rate*
Director	$205
Associate Director	$190
Senior Consultant/Engineer	$160
Consultant	$140
Analyst	$120
Resource Analyst	$95

*The Manager and Principal-In-Charge may negotiate lower rates per project."

9. Exhibit C-2 is added to the Agreement as follows:

"EXHIBIT C-2
SCOPE OF SERVICES

1915 Act Assessment District Administration Services

Kick-Off Meeting, Project Schedule. Consultant to meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances that may be involved in the administration of the districts
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

Data Collection. Consultant will gather and review data relevant to the administration of the district. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information and establish a database for the assessment district.

Policy Review. Consultant will review policies and procedures that have been established by the City for compliance with the governing documents and law. These policies will be incorporated into our service to the City.

Cost Recovery. Consultant will identify all costs associated with the administration of the Assessment District and recover those costs through the levy process as outlined in §8682 and §8682.1 of the California Streets and Highways Code. These costs may include, but not be limited to Registrar/Transfer/Paying Agent fees, Arbitrage Rebate calculation fees, bank fees, and expenses of the City and its consultants related to the administration of the district.

Fund Analysis. Consultant will determine the balance requirements and acquire the current cash balances for the district. We will make recommendations to ensure that the flow of funds and fund balances are in compliance with bond documents. Cash flow analysis will also be performed to determine any levy shortfall or surplus.

Annual Assessment Levy. Consultant will calculate the annual assessment levy for each parcel in the district and submit the amount for each parcel to the County in the format and medium (i.e. tape, diskette) required by the County Auditor-Controller.

Resubmission of Rejects. Consultant will research the status of any parcels rejected by the County Auditor-Controller, and resubmit corrected data for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly, with payment directed to the City.

Maintain Assessment District Data. Consultant will annually track all parcel changes to ensure that all changes are documented. Historical parcel change and assessment apportionment data will be maintained by NBS.

Annual Report. Consultant will provide a comprehensive Annual Report that will show a detailed listing of the amounts submitted to the County or directly billed for collection, details of delinquent assessments, fund analysis, paid off parcels and release of liens, all bond call activity, and assessed valuation information.

Delinquency Monitoring. Consultant will provide the City with a comprehensive list of delinquencies after each installment becomes due. This report will show delinquency percentage as well as a detailed list of each delinquent parcel.

Prepayment Calculation/Amortization Schedule. Consultant will provide assessment prepayment calculations and amortization schedules to interested parties. The requester will pay the cost of this service; however, there will be no charge to the City or property owners.

Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the assessment.

Notice of Special Assessment. Consultant will provide a "Notice of Special Assessment" disclosure notice to requesting parties as required by §53754 of the Government Code of the State of California. The fee of any Notice of Special Assessment shall be paid by the party requesting the disclosure notice.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the formation and ongoing collection of assessments for the district. Bilingual staff is available for Spanish-speaking property owners.

County Assessor Reporting. Consultant will work with the County Assessor to aid in complying with the requirements of Revenue & Taxation Code 163. This includes providing data such as parcel number, original assessment and current principal balance to the County Assessor.

Community Facilities District Administration

Data Collection. Consultant will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as assessor's

parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. Consultant will maintain and periodically update a database of all parcels within the districts and relevant parcel information.

Administrative Cost Recovery. Consultant will identify all costs associated with the administration of the Community Facilities District and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and all costs and expenses of the public agency and its consultants related to district administration.

Cash Flow Analysis. Consultant will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

Special Tax Requirement. Consultant will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

Levy Calculation. Consultant will calculate the annual special tax levy for each parcel within the Community Facilities District following the guidelines established in the Rate and Method of Apportionment.

Meeting Attendance. Consultant will attend district related Council/Board meetings related to district administration, as requested by the City.

Parcel Tax Reporting

Consultant will prepare a report with information relating to the imposition of each locally assessed parcel tax required by the addition of Government Code (GC) section 12463.2 (chapter 781, statutes of 2014.)

Levy Submittal. Consultant will submit the levy to the County Auditor Controller in the required format and medium (i.e. e-mail, diskette). Special Taxes rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced directly to the parcel owner, with payment submitted to the public agency.

Special Tax Levy Report. Consultant will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, current delinquency information, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the districts.

Delinquency Monitoring. Consultant will provide a comprehensive list of delinquencies after each special tax installment becomes due. The delinquency report will provide the district's overall delinquency percentage as well as a detailed list of each delinquent parcel, with the name and address of the delinquent parcel owner, the delinquent amount and penalties.

Prepayment Calculations. Consultant will provide special tax prepayment calculations to interested parties. The party requesting the calculation shall pay the fee of any prepayment calculation.

Bond Calls. Consultant will prepare the spread of principal to be called within maturities for all bond calls and coordinate the call with the Paying Agent/Trustee.

Release of Liens. Consultant will prepare all documents required to release the liens of parcels that have prepaid the special tax.

CDIAC Reporting. Consultant will perform all necessary reporting to the California Debt and Investment Advisory Commission as required by §53359.5(b) and §53359.5(c) of the Government Code of the State of California.

Notice of Special Tax Disclosure. Consultant will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Our staff will be available to answer questions regarding the districts and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

Continuing Disclosure

In accordance with the Continuing Disclosure Certificate of the Bonds, Consultant will support with the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12. Specifically, Consultant will perform the following:

Document Review. Consultant will review pertinent documents of the Bonds, including the Official Statement and Continuing Disclosure Certificate. We will identify material such as the Comprehensive Annual Financial Report and/or other operating data that the City has agreed to provide in the Continuing Disclosure Certificate.

Data Collection. Consultant will collect the annual financial information and operating data that the City has agreed to provide to the Electronic Municipal Market Access system, or EMMA.

Report Preparation. Consultant will prepare the Annual Disclosure Report as required in the Disclosure Certificate.

Annual Dissemination. Consultant will disseminate the Annual Disclosure Report including City Financials to EMMA and any SID, and post to our website to allow public access free of charge.

Significant Events. Consultant will prepare and disseminate a "Notice of Significant Events", as listed on the Continuing Disclosure Certificate, to EMMA, as required in the certificate. Action will commence upon notification by the City of the occurrence of any of the events.

City's Responsibilities. The City shall furnish Consultant with any pertinent information that is available to the City and applicable to the services. The City shall designate a person to act with authority on its behalf in respect to the services. The City shall notify Consultant of the occurrence of any events listed in the Continuing Disclosure Certificate. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the services. City understands and agrees that Consultant is entitled to rely on

all information, data and documents (collectively, "Information") supplied to Consultant by City or any of its agents, Agreements or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

Delinquency Management

Consultant will develop a comprehensive delinquency management program which includes a discussion and interpretation of the issuer's foreclosure covenant together with a review of the existing policies and procedures of the City. This service can be provided as part of overall annual administration or as a stand-alone service. When deemed as the appropriate course of action, NBS will perform the following.

Delinquency Reports. Consultant will provide the City with an updated list of delinquencies prior to sending any of the below letters. This report will also detail each district's percentage of delinquencies, as well as a detailed list of each delinquent parcel.

Reminder Letter. At the City's direction, Consultant will send a reminder letter to the property owner of each delinquent parcel for the December 10th installment. The purpose of the letter is to inform and educate the property owner of their obligation to pay assessments.

Demand Letter. At the City's direction, Consultant will send a demand letter to the property owner of each delinquent parcel for the April 10th installment. This letter will be mailed to any property owner who remains delinquent for both installments or who is delinquent for April 10th only. The purpose of this letter is to further educate the property owner and advise them of a potential foreclosure.

Lienholder Letter. At the City's direction, Consultant will send a demand letter to the lienholders of loan-defaulted parcels where a Notice of Default has been filed, notifying them of the special tax / assessment delinquency and the loss of their lien position when judicial foreclosure occurs. The purpose of this letter is to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Lienholder Research. At the City's direction, Consultant will perform detailed search of public records to identify lienholders on non-loan-defaulted parcels. The purpose of this is to allow further communication from the City to educate the lienholders and to spur quick payment of delinquencies in order to protect their interest in the property.

Foreclosure Letter. This type of letter is typically sent after the installments for a parcel have been removed from the tax roll. The letter delineates what amount must be paid directly to the City to forestall the turnover of documents to the foreclosure attorney.

Tax Roll Removal and Notice. Consultant will provide the information required to remove parcels from the tax roll and coordinate with the County Auditor Controller to verify the removal. This step is in preparation of turning the parcels over for foreclosure. Once removed from the tax roll, each property owner will receive one final foreclosure letter indicating the amount due and payment instructions. NBS will file the Notice of Intent to Remove Delinquent Installments and remove such Notice upon payment of the delinquency.

Payment Plans. At the City's discretion, Consultant will offer payment plans to property owners in lieu of turning parcels over to the City's foreclosure counsel.

Subsequent Foreclosure Services. Consultant will prepare and deliver all information to the City's foreclosure counsel. Consultant will also continue to supply the City's counsel with additional information throughout the foreclosure process. Consultant will continue to respond to property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the City, other interested parties and all property owners. Consultant's staff will be available to answer questions regarding the formation and ongoing collection of assessments/special taxes for the districts. Bilingual staff is available for Spanish-speaking property owners.

Apportionments

Parts 10 and 10.5 of the *Streets and Highways Code* detail the methodology and procedure that the City must follow in apportioning the assessment lien on parcels that are reconfigured and/or subdivided. With our experience in district formation and the development of methods of assessment, we are able to ensure that apportionments are properly performed.

Assuming proceeding under the preferred procedure of Part 10.5, Consultant will perform the following:

Application Forms. Consultant will provide apportionment application forms and instructions to the City's Engineering representative for inclusion as a condition of approval for subdivision within an assessment district.

Segregation. Consultant will apportion the special assessment according to the method of spread as described in the engineer's report.

Notice of Apportionment. Consultant will prepare a notice of apportionment and send it via certified mail to the issuing underwriter, as required.

Assessment Diagram. Consultant will prepare an amended assessment diagram and notice. The diagram and notice will be filed and recorded with the County Recorder.

Amortization Schedule. Consultant will prepare an amortization schedule for each newly created assessment type.

Apportionment Report. Consultant will prepare and submit to the City an Apportionment Report showing the finalized apportionment and the amended assessment diagram.

In the event proceedings are undertaken under Part 10, the following ***additional*** items are required:

Resolutions. Consultant will prepare the required resolutions to order the amended assessment, the amended assessment diagram, notices to the property owner, and fix the amount of costs to perform the apportionment.

Public Meetings. Consultant will be available to attend any public meetings required to complete the apportionment."

10. Exhibit D-2 is added to the Agreement as follows:

"EXHIBIT D-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT C-2

1915 Act administration

District Name	Annual Fee
Assessment District 2000-1	$3,000
Assessment District 2001-1	$3,000

CFD administration

District Name	Annual Fee
CFD No. 2000-3	$3,750
CFD No. 1	$3,750
CFD No. 2	$3,750
CFD No. 3	$3,750
CFD No. 4	$3,750
CFD No. 5	$3,750

Continuing Disclosure

AD 2000-1 Report Fee.....$1,500
AD 2001-1 Report Fee (1).....$1,500
CFD No. 2000-3 Report Fee (1).....$1,500
CFD No. 1 Report Fee (1).....$1,500
(1) Reports are combined under the 2012 Revenue Bonds (Series A & B)

Developer's Continuing Disclosure

AD 2000-1 Report Fee.....$400

Significant Event Fee.....hourly or $250 per event

Dissemination Services:
Report Dissemination (per recipient).....$25
Significant Event Dissemination (per recipient).....$25

Delinquency Management

Reminder Letters (1).....$15
Demand Letters (1) 30
Lienholder Letters (1, 2).....40
Lienholder Research (Notice of Default Not Filed).....Hourly
Foreclosure Letters 50
Payment Plan Administration.....300
Tax Roll Removal (3, 4).....75

Removal of the Notice of Intent to Remove Delinquent Installments (4) 25
Subsequent Foreclosure Fees (4) 100

All fees are based on a per parcel/per district basis, except as noted below.

1. This fee will be recovered as part of the next levy.
2. Letter is sent to lienholders where public Notice of Default has been filed. Fee reduced to $20 when sent jointly with Demand or Foreclosure Letter to same parcel.
3. This fee includes filing of the "Notice of Intent to Remove Delinquent Installments" but does not include County fees for removal from the tax roll.

Apportionments

Apportionments will be performed upon request and paid for by the requesting party at consultant's then current fee structure, as shown below. Consultant will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

Apportionment Fee (Four parcels or less): $950
Apportionment Fee (Five or more parcels): $1,800
(plus $35 per parcel)

Recording Fee (each): $40

PART 10 (IN ADDITION TO FEES SHOWN AS PART 10.5 ABOVE)

Resolutions: $300
Meeting Attendance: ..... hourly, plus travel costs*

ANNUAL FEE INCREASES

Cost of living increases may be applied to the Administration and Disclosure services listed above on October 1 each year, beginning with October 1, 2019. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Southern California counties.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Sandra Burkhart, Special Districts Manager at Sandra.Burkhart@oxnard.org or her designee.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

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

CITY OF OXNARD

Tim Flynn, Mayor — Date: 5/22/18

ATTEST:

Michelle Ascencion, City Clerk — Date: 5/23/18

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date: 3/26/18

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager — Date: 3-28-18

Jim Throop, Department Head — Date: 4/12/18

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager — Date: 5/22/18

APPROVED AS TO INSURANCE:

Mike More, Risk Manager — Date: 3/29/18

NBS GOVERNMENT FINANCE GROUP

Michael Retner, President/CEO/CFO — Date

Board Secretary

Dave Ketcham, Vice President — Date

The City requires the following for any Agreement:

- 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

Title	Hourly Rate
Director	$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95"

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

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

CITY OF OXNARD

Tim Flynn, Mayor — Date

ATTEST:

Michelle Ascencion, City Clerk — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date 3/26/18

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager — Date

Jim Throop, Department Head — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager — Date

NBS GOVERNMENT FINANCE GROUP

Michael Rentner, President/CEO — Date 3/27/18

Board Secretary

Dave Ketcham, Vice President — Date 3/27/18

The City requires the following for any Agreement:

- 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

Agreement No. A-7950

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 7th day of February, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and NBS Government Finance Group (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Sandra Burkhart (**"Manager"**), subject to the direction of the City Manager or Department Manager.

COUNCIL APPROVED
2/7/2017 I3(A)
DATE

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit A** attached hereto and incorporated by this reference in full herein]. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Pablo Perez as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on February 7, 2017, and expire on June 30, 2018.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $166,700 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

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

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant 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 Consultant's performance of this Agreement or Consultant'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. Consultant'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, Consultant'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 Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant 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 Consultant 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 Consultant 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, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant'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.

22. Insurance

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

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant'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.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants 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.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant 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, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant 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.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant 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 Consultant 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.

36. Counterparts

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

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney 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.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to NBS, 32605 Temecula Parkway, Suite 100, Temecula, CA 92592, Attention: Pablo Perez.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, #202, Oxnard, California 93030, Attention: Sandra Burkhart.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant 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.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager

Jim Throop, Finance Director

NBS GOVERNMENT FINANCE GROUP

Michael Rentner, President/CEO/CFO/
Board Secretary

Dave Ketcham, Vice President

EXHIBIT A
SCOPE OF SERVICES

A. 1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)

1. **Database Development**. Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.

2. **Budget Preparation**. Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.

3. **Assessment Computation and Rate Analysis**. Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

4. **Engineer's Report Preparation**. Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:

    a. Background of the district.
    b. A detailed and technically supported Method of Assessment.
    c. A description of the improvements and services funded by the district.
    d. A cost estimate for the improvements and services being funded.
    e. Copy or reference to the original district diagram.
    f. A table showing assessed rates by zone and land use.
    g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.

5. **Meet with City Staff**. Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination**. Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:

    a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
    b. Resolution preliminarily approving the Engineer's Report.

c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
d. Resolution authorizing the placement of assessments on the secured property tax bills.

7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A), as requested by the City.

8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor-Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.

9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.

10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. **Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts**

1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

2. **Addition of Interior Improvements.** Consultant will review each district, work with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.

3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of

corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled in 2017 (in addition to and not including the two (2) public meetings in A(7) of this Exhibit A).

4. **Maintenance Contract Bidding.** Consultant will provide the new description of improvements, specifications, and map of improvements after the removal of exterior improvements and addition of interior improvements, if applicable, and assist the City with the bidding of maintenance contracts for all districts, including districts currently maintained by the City.

5. **Review of Direct Staff and Indirect Cost Allocations.** Consultant will assist the City in reconciling the direct staff and indirect cost allocations for 2016/17 against actuals and proposed 2017/18 allocations.

6. **Organizational Structure.** Consultant will review the City's organizational structure of assessment district staff, make recommendations, and assist City with changes for the adequate staffing of the districts.

7. **Green City Acres Park.** Consultant will review LMD 58 in relation to Green City Acres Park for the calculation of special and general benefit and determination of funding allocations between the General Fund and the district.

C. **Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1, 2017, Upon City's Request)**

1. **On Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. on particular issues involving the administration of the assessment districts, as requested. On call assistance may include, but not be limited to:
    a. Assistance with the preparation of annual Resolutions, engineer's reports and assessment levies.
    b. Assistance with direct staff allocations.
    c. Assistance with indirect cost allocations.
    d. Assistance with Proposition 218 compliance on an ongoing basis.
    e. Assistance with maintenance contract specifications and bidding.
    f. Assistance with the resolution of inquiries by property owners and the public.

EXHIBIT B
RATES AND COSTS

1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)

Districts or Zones with Less than 300 Parcels..... $774.29 Each *
Districts or Zones with 300 Parcels or More..... $1,106.14 Each *

Total (1/13/2017 to 8/31/2017)..... $46,900

* Per District Fee reflects a total of $4,500 in expenses and includes engineer's signature and stamp of 2017/18 consolidated engineer's report.

Breakdown of Administration Fees

District Name	Parcel Count	District Fee
LMD No. 01 (Summerfield)	147	$774.29
LMD No. 02 (Channel Islands)	138	$774.29
LMD No. 03 (River Ridge)	515	$1,106.14
LMD No. 07/08 (Northfield/Seagate)	149	$774.29
LMD No. 09 (Strawberry Fields)	226	$774.29
LMD No. 10 (Country Club Estates)	153	$774.29
LMD No. 11 (St. Tropez)	83	$774.29
LMD No. 12 (Standard Pacific)	255	$774.29
LMD No. 13 (Le Village)	160	$774.29
LMD No. 14 (California Cove)	212	$774.29
LMD No. 15 (Pelican Pointe)	73	$774.29
LMD No. 16 (California Lighthouse)	265	$774.29
LMD No. 17 (San Miguel)	110	$774.29
LMD No. 18 (St. John's Hospital)	6	$774.29
LMD No. 19 (Shopping at the Rose)	21	$774.29
LMD No. 20 (Volvo Median)	3	$774.29
LMD No. 21 (Cypress Pointe)	28	$774.29
LMD No. 22 (McDonald's Median)	4	$774.29
LMD No. 23 (Greystone)	61	$774.29
LMD No. 24 (Vineyards)	100	$774.29
LMD No. 25 (The Pointe)	216	$774.29
LMD No. 26 (Albertson's)	1	$774.29
LMD No. 27 (Rose Island)	50	$774.29
LMD No. 28 (Harborside)	355	$1,106.14
LMD No. 29 (Mercy Charities)	1	$774.29
LMD No. 30 (Haas Automation)	13	$774.29
LMD No. 31 (Rancho De La Rosa)	233	$774.29
LMD No. 32 (Oak Park)	27	$774.29
LMD No. 33 (El Paseo)	190	$774.29
LMD No. 34 (Sunrise/Sunset)	273	$774.29

LMD No. 35 (Airport Center)	6	$774.29
LMD No. 36 (Carmel/Santa Cruz)	330	$1,106.14
LMD No. 37 (Pacific Breeze)	119	$774.29
LMD No. 38 (Aldea Del Mar)	294	$774.29
LMD No. 39 (Promesa & Sueno)	244	$774.29
LMD No. 40 (Cantada)	113	$774.29
LMD No. 41 (Pacific Cove)	120	$774.29
LMD No. 42 (Cantabria & Coronado)	197	$774.29
LMD No. 43 (Greenbelt)	164	$774.29
LMD No. 44 (American Pacific)	141	$774.29
LMD No. 45 (Channel Pointe)	5	$774.29
LMD No. 46 (Daily Ranch)	262	$774.29
LMD No. 47 (Sycamore Place)	111	$774.29
LMD No. 48 (Victoria Estates)	447	$1,106.14
LMD No. 49 (Cameron Ranch)	36	$774.29
LMD No. 50 (Pleasant Valley)	60	$774.29
LMD No. 51 (Pfeiler)	219	$774.29
LMD No. 52 (Wingfield)	199	$774.29
LMD No. 53 (Huff Court)	8	$774.29
LMD No. 54 (Meadow Crest)	50	$774.29
LMD No. 55 (Wingfield West)	41	$774.29
LMD No. 56 (The Cottages)	52	$774.29
LMD No. 57 (Golden State Self Storage)	2	$774.29
LMD No. 58 (Westwind)	156	$774.29
LMD No. 59 (Orbella)	105	$774.29
LMD No. 60 (Artisan)	3	$774.29
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	$1,106.14
Waterways	877	$1,106.14
Total (1/13/2017 to 8/31/2017):	8,870	**$46,900**

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts

Consulting Fees..... $79,500
Estimated Expenses $3,400
Total Fees **$82,900**

Assistance to City Staff with the Administration of the Maintenance Assessment Districts
(Starting September 1, 2017, Upon Request)

Hourly per Schedule Below (Initial Authorization) ..... $34,500 *
Estimated Expenses $2,400
Total Fees **$36,900**
* City may authorize additional hours as needed.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to Consultant. These expenses may include but not be limited to assessment engineer's signature and stamp, travel, mailing fulfillment, postage, supplies, telephone, reproduction, meals and various third-party charges for data, maps, and recording fees. Any requested reimbursement over $100 requires pre-approval by the City; please send all such requests to Mike More, Financial Services Manager at Mike.More@oxnard.org.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City, but not included in the scope of work above will be billed at this rate or the then-applicable hourly rate.

Title	Hourly Rate
Director	$205
Associate Director	$190
Senior Consultant/Engineer	$160
Consultant	$140
Analyst	$120
Resource Analyst	$95

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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NBSGOVE-01 PA3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2016

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 (858) 869-8300 Vanorsdale Insurance Services 6165 Greenwich Drive, Suite 200 San Diego, CA 92122	CONTACT NAME: Janet Darby PHONE (A/C, No, Ext): 858-869-8300 FAX (A/C, No): 858-869-8301 E-MAIL ADDRESS:
INSURED NBS Government Finance Group 32605 Temecula Parkway, Suite 100 & 101 Temecula, CA 92592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Company A — 22292 INSURER B : Allmerica Financial Benefit A — 41840 INSURER C : Gemini Insurance Company A — 10833 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		OH3A43196302	9/24/2016	9/24/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000000 2,000,000 10,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AW3A42745802	9/24/2016	9/24/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			OH3A43196302	9/24/2016	9/24/2017	EACH OCCURRENCE AGGREGATE	$ $	1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WH3A42745703	9/24/2016	9/24/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liability			VCPL064726	9/24/2016	9/24/2017	Each Wrongful Act		$2,000,000
C	Professional Liability			VCPL064726	9/24/2016	9/24/2017	Annual Aggregate		$2,000,000

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

See attached page.

CERTIFICATE HOLDER

City of Oxnard
Attn: Mike More
300 WestThird Street, #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

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DESCRIPTION OF OPERATIONS -

NBS Government Finance Group 32605 Temecula Parkway, Suite 100 & 101 Temecula, CA 92592	City of Oxnard Attn: Mike More 300 WestThird Street, #302 Oxnard, CA 93030-

City of Oxnard is named additional insured regarding General Liability.
Blanket forms apply when required by written contract:
GENERAL LIABILITY:
Additional Insured-Special Broadening Endt: 391-1006 06 09
Additional Insured-Completed Operations: 391-1602 12 11
Primary & Non-Contributory: 391-1331 06 09
Waiver of Subrogation: BP0497 07 02
AUTO:
Additional Insured: 461-0478 12 12
Primary & Non-Contributory: 461-0478 12 12
Waiver of Subrogation: 461-0500 11 13
WORKERS' COMPENSATION:
Waiver of Subrogation: WC040306 4-84
CERTIFICATE ISSUED DUE TO POLICY RENEWAL

POLICY #OH3 A43196302

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	$25,000 Occurrence $50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

1. Additional Insured by Contract, Agreement or Permit

Under **SECTION II - LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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,

but only with respect to:

(3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

(4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

(1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

(2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

(3) To any person or organization included as an insured under Item **1.a.2.** of this endorsement;

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

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

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. **Alienated Premises**

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. **Bodily Injury Redefined**

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:

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4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**

   a. Under **SECTION II - LIABILITY, B. Exclusions,** paragraph **1.k.**, the following is added:

      Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

      Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

   b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** the following additional definition is added:

      "Customers goods" means property of your customer on your premises for the purpose of being:

      a. Worked on; or

      b. Used in your manufacturing process.

   c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**

   Under **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. **Personal and Advertising Injury - Broad Form**

   Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** definition **15.** "Personal and Advertising Injury", paragraph **h.** is added as follows:

   h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured; or

         (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

      (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

8. **Product Recall Expense**

   a. Under **SECTION II - LIABILITY, B. Exclusions,** Paragraph **1. o.** is replaced in its entirety by the following:

      o. **Recall of Products, Work or Impaired Property**

         Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

         (1) "Your product";

         (2) "Your work"; or

         (3) "Impaired property";

         If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

         (1) Failure of any products to accomplish their intended purpose;

         (2) Breach of warranties of fitness, quality, durability or performance;

         (3) Loss of customer approval, or any cost incurred to regain customer approval;

         (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

         (5) Caprice or whim of the insured;

         (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

         (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

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(8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. Under **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph 4.c. is added as follows:

c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** paragraph e. is added as follows:

e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** the following additional definitions are added:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance,** the following is added:

5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.

(1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.

(2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.

(a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

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(b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

(c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of $500 applies per each "Occurrence".

9. **Unintentional Failure to Disclose Hazards**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions,** paragraph **6.** is added as follows:

6. **Representations**

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. **Unintentional Failure to Notify**

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** paragraph **f.** is added as follows:

f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

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POLICY #OH3 A43196302

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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN REQUIR	AS REQUIRED BY CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **C. Who Is An Insured** in **Section II - Liability:**

Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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".

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POLICY #OH3 A43196302

OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III - COMMON POLICY CONDITIONS:**

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C - Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages**, Paragraph **1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) When **b.(2)** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.(3)** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(2) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(3) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not

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described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRA CT, WRITTEN AGREEMENT OF PERMIT"
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy** Conditions is amended by the addition of the following:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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POLICY #AW3A42745802

The Hanover Insurance Group.
AW3A427458 1001554

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NBS GOVERNMENT FINANCE GROUP

Endorsement Effective Date: 9/24/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRIT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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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 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ONLY WHERE REQUIRED BY	CONTRACT

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 9/24/2016 Policy No. WH3A42745702 Endorsement No.

Premium $

Insured NBS GOVERNMENT FINANCE GROUP

Insurance Company THE HANOVER INSURANCE COMPANY

Countersigned By Janet Darby

WC 04 03 06 (Ed. 04-84)

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** May 5, 2020

Project/Program Manager: Jeri Cooper, Project Mgr. **Phone:** 805-200-5334

Reason for Appropriation:

Appropriate funds from available fund balances for the Community Facities District formation and Community Engagement.

Accounts and Descriptions		AMOUNT
Fund: 131 LMD 12 Standard Pacific		
Expenditures/Transfers Out		
131-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**
Fund: 132 LMD 14 California Cove		
Expenditures/Transfers Out		
132-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**
Fund: 144 LMD 24 Vineyards		
Expenditures/Transfers Out		
144-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**
Fund: 145 LMD 25 The Pointe		
Expenditures/Transfers Out		
145-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**
Fund: 163 LMD 41 Pacific Cove		
Expenditures/Transfers Out		
163-1606-805-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**
Fund: 170-8007 LMD 50 Pleasant Valley Senior Housing		

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

Reason for Appropriation:

Appropriate funds from available fund balances for the Community Facities District formation and Community Engagement.

Expenditures/Transfers Out

170-8007-899-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**

Fund: 170-8009 LMD 52 Wingfield

Expenditures/Transfers Out

170-8009-899-8209	Contracts and Services/Prof Srvc-Special Proj	5,000
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**(5,000)**

Fund: 176 CDF 6 Northshore

Expenditures/Transfers Out

176-1606-805-8209		45,500
	Sub-total Expenditures	45,500
	Net Change to Fund Balance	**(45,500)**
	Net Appropriation Change	**80,500**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

CITY OF OXNARD

Collaborative Governance Guide for the:

Special Districts Division

September 2019

CivicMic
A podium for the people.

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516
civicmic.com

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1. INTRODUCTION[1]

Demands on public and private resources are increasing, political polarization and gridlock are worsening, our population is growing more diverse, and citizens increasingly expect to have a say in public issues. At the same time, governmental jurisdictions and traditional decision-making processes established over the past 200 years have remained essentially static. Many have discovered that top-down unilateral decision-making does not result in comprehensive, lasting solutions.

Today's problems call for a kind of collaborative governance in which leaders play new roles, bringing people together from various interests and perspectives to work to address difficult issues. Acting in their roles as conveners, leaders do not impose solutions, but rather get people involved in finding effective solutions together. Collaboration thus enables leaders to act without taking sides.

First, every stakeholder must be brought in at the very start of the process. The very point of the process is that everyone gets to see the cards dealt, everyone gets to kick the tires on the technical issues.

Second, it is best if the City signals in unambiguous terms that the process and what comes out of the process will likely prevail as public policy.

Third, the process needs professional facilitation and access to extensive technical advice on Special Financing Districts.

Finally, such a process must have as its goal some viable and sustainable solution.

1.1 Spectrum of Collaborative Governance Efforts

There are four main points on the spectrum of collaborative governance efforts.

1. Inform. Leaders or staff members meet with representatives from the private and civic sectors, as well as individual citizens, to give them information or obtain information from them. This approach can be useful to get reactions to proposals, gain insight into the public's viewpoints, and help allay controversies due to misinformation.
2. Consult. Leaders can use consultative meetings or committees to gain feedback, advice, or input from a broad array of stakeholders; this can be done on a one-time or on-going basis. It can also be used to identify data needs and policy options.
3. Engage. The objective is to actively engage citizens in proposing solutions to difficult problems, choosing priorities, or providing feedback. However, engagement does not involve sharing decision-making power, as often happens in the collaborative processes.
4. Collaborate. Collaborative processes seek consensus recommendations from the public or stakeholders and invite shared responsibility in decision-making as well as implementation.

[1] *Carlson, C. (2007). A Practical Guide to Collaborative Governance. Portland: Policy Consensus Initiative*

2. MISSION STATEMENT

The City of Oxnard wishes to engage constituents in a collaborative governance effort to find and implement solutions for the revitalization and long-term viability of public improvements in and around various neighborhoods in the City thus protecting real estate values and enhancing the quality of life for its residents. Solutions are expected to include the creation of citizen advisory committees, ongoing monitoring, and adaptive management techniques to ensure the sustainability of desired outcomes and successful implementation of the agreed-upon solutions.

2.1 Neighborhoods

Collaborative governance efforts seek to revitalize the interior, perimeter, and median public improvements of the following neighborhoods:

- California Cove
- California Lighthouse
- Country Club Estates
- Greystone
- Harbour Island
- Huff Court
- Le Village
- Meadow Crest Villas
- Pacific Breeze

- Pleasant Valley Senior Housing
- Pointe
- River Ridge
- Rose Island
- St. Tropez
- Standard Pacific
- Sycamore Place
- Vineyards
- Wingfield

3. FEASIBILITY ASSESSMENT

The City, as the sponsor of this collaborative process, must assess the situation to determine whether a collaborative process is feasible to achieve the Mission Statement. CivicMic as the Facilitator has worked with the City to complete this assessment and conclude a collaborative process is feasible and preferred.

3.1 Assessment of the City

1. Are the issues clear?
    a. Yes, public improvements in and around specific communities of the City are in disrepair and residents desire a revitalization of the improvements to protect real estate values and improve quality of life among other reasons.
2. Are the issues negotiable?
    a. Yes, there are various ways of addressing the issues and a need to achieve consensus on the best solution.
3. Are the issues a priority for the City?
    a. Yes, the City is committed to finding and implementing a workable solution.
4. Are the issues a priority to other parties?
    a. Yes, City staff has been approached by residents, homeowner associations, and other constituents prompting the City for a solution, thus showing this is a priority to other parties.
5. Is there a deadline? Is there enough time for the parties to engage in a collaborative process?
    a. Time is of the essence as public improvements such as trees, plants, and green areas continue to deteriorate and the cost of revitalizing the improvements rises. Nevertheless, there is enough time for parties to engage and ensure a viable long-term and sustainable solution is agreed upon and implemented. A collaborative process is particularly necessary as solutions may include the implementation of funding requiring approval by registered voters and/or property owners. Bringing everyone to the table into a collaborative process increases the odds that agreed-upon funding solutions will be approved by the registered voters and/or property owners as required by law.
6. What decisions does the City need to make? Does the City have a mandate in this matter?
    a. The City needs to determine if proposed solutions are consistent with guidelines of the City and can be implemented by the City or through private contractors. Also, the City must estimate costs and determine funding options for the implementation of proposed solutions. The City may be limited by mandates such as, but not limited to, procurement rules, Proposition 218, Proposition 26, and Special Financing District statutes.
7. Who will be needed to make the decisions? Would implementation be better if affected parties helped to develop the decision?

a. Participation by residents and property owners of each neighborhood is paramount as they are impacted directly by the issues.

8. Who are the parties? What are their interests? Is a collaborative process their best alternative for achieving those interests?

    a. City staff, elected officials, residents, property owners, and homeowner associations, when applicable, all share the same interests and desires for the revitalization of the public improvements in and around each neighborhood. The collaborative process is specifically suited to achieving these shared interests.

9. What is the context, history, and dynamics around the issue? What are the relationships among the parties? Is there a history of conflict, or are the issues a one-time occurrence?

    a. There is a history of distrust and conflict around the issues and the relationship between residents, property owners, and the City can be adversary depending on the neighborhood. The issues have surfaced before and require special attention and an outside the box approach to achieve a viable and sustainable permanent solution.

10. Is it likely that key decision-makers will support a collaborative process? Do the parties have resources or influence that would help the sponsor implement the decision?

    a. The City is committed to the process and the parties have the resources and influence to help the City implement the solution.

11. What are the obstacles to addressing the issue through collaboration? Can obstacles be overcome?

    a. Given the high level of distrust, it is anticipated that residents and property owners will want to see where their money is currently going before considering solutions that may involve additional funding. CivicMic will facilitate the sharing of information and full transparency early in the process so participants can move to the next stage of collaboration.

12. Is the City willing to share control of the process and formulation of a decision? Does the City have the time and resources to support a collaborative process?

    a. The City is willing to share control in the formulation of a decision and needs the support of the residents and property owners to implement any solution involving additional funds. The City is committed to dedicating time and resources to support the collaborative process.

13. Will a Facilitator and a Convener be helpful in planning and carrying out the process?

    a. CivicMic will serve as Facilitator in this process. CivicMic also has access to Special Financing District technical expertise required to address current issues and proposed solutions live as questions come up during the collaborative process.

    b. The participation of the Council member applicable to the neighborhood based on the electoral district as a Convener would be extremely helpful.

3.2 Assessment of Residents and Property Owners (In Progress)

1. What are the issues from your perspective? Are they negotiable?

    a.

2. Are the issues a priority for you?

    a.

3. Is there a need for a decision?

    a.

4. Do you believe you have something to gain by participating in meetings with the City or something to lose by not participating?

    a.

5. In your opinion, who from the neighborhood needs to be involved to make the effort successful?

    a.

6. What is the history of the situation? What are the relationships among the parties, including the City, on this issue?

    a.

7. Would it be helpful to have a respected leader convene the group? Who could do that?

    a.

8. Which spokesperson from the neighborhood should represent the group?

    a.

9. Do you have enough time to participate effectively?

    a.

    a.

11. Do you have specific concerns that need to be addressed before you can agree to participate?

    a.

12. Do you have any suggestions about how the process ought to operate?

    a.

3.3 Survey of Residents and Property Owners (In Progress)

An online survey of residents and property owners in the nineteen (19) neighborhoods for which the maintenance of public improvements is funded by Landscape Maintenance Districts ("LMDs") was conducted during the months of August and September 2019. As of September 24th, 101 survey responses were received from 18 of the neighborhoods that were mailed postcards and 2 additional neighborhoods

(neighborhood shown as "Other" below) representing 20 neighborhoods total. A breakdown of the responses received is shown in the table below.

Neighborhood	LMD Lots	Responses Received	Neighborhood	LMD Lots	Responses Received
California Cove (LMD No. 14)	225	16	Pleasant Valley SH (LMD No. 50)	60	
California Lighthouse (LMD No. 16)	265	3	Pointe (LMD No. 25)	218	6
Country Club Estates (LMD No. 10)	156	3	River Ridge (LMD No. 3)	542	16
Greystone (LMD No. 23)	62	1	Rose Island (LMD No. 27)	50	2
Harbour Island (Zone 2 of Waterways)	129	9	St. Tropez (LMD No. 11)	83	1
Huff Court (LMD No. 53)	8		Standard Pacific (LMD No. 12)	257	15
Le Village (LMD No. 13)	177	1	Sycamore Place (LMD No. 47)	111	2
Meadow Crest Villas (LMD No. 54)	50	1	Vineyards (LMD No. 24)	102	3
Pacific Breeze (LMD No. 37)	119	1	Wingfield (LMD No. 52)	201	9
Pacific Cove (LMD No. 41)	124	5	Other*		3
Totals:	**1,315**	**40**		**1,624**	**61**

* includes Southwinds and Mandalay Bay (Zone 1 of Waterways)

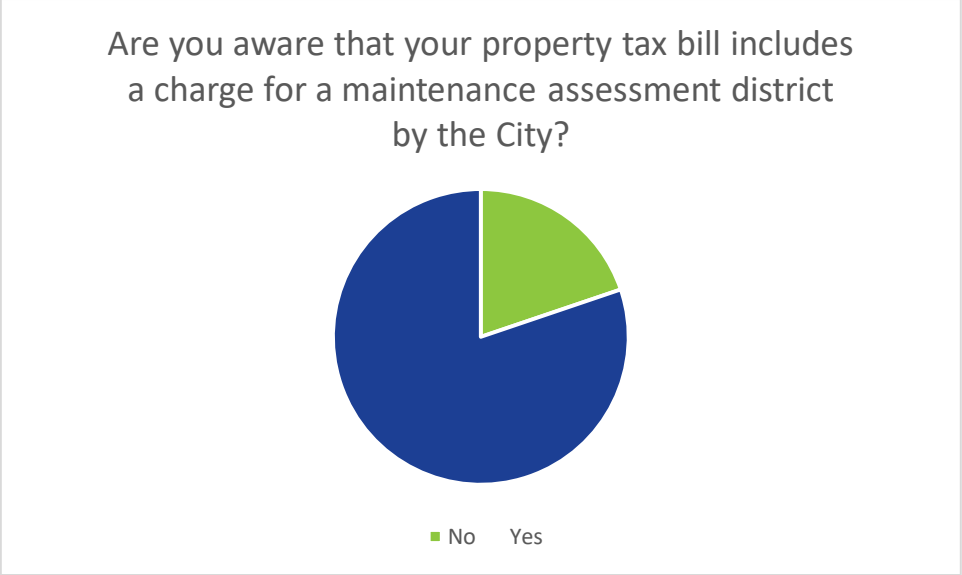
Each survey question is listed below followed by a visual depiction of the current survey results.

1. Are you aware that your property tax bill includes a charge for a maintenance assessment district by the City?

    a. Yes - _____

    b. No - _____

    Most of the residents that responded to the survey are already aware of the assessment.



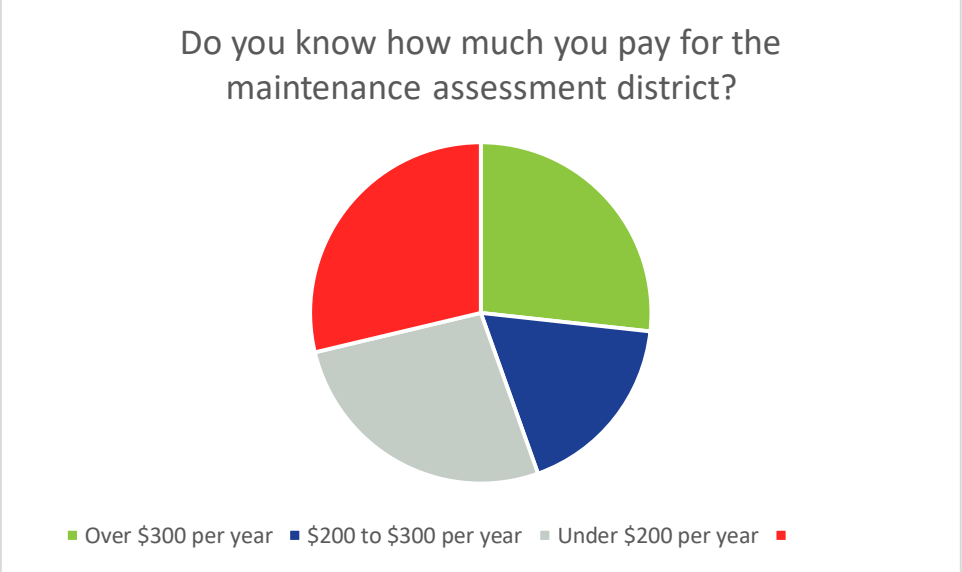
2. If aware, do you know how much you pay for the maintenance assessment district?

    a. Under $200 per year - _____

    b. $200 to $300 per year - _____

    c. Over $300 per year - _____

Almost 30% of the responders did not know how much they pay for assessments. This provides useful insight for education on the actual assessment amounts charged to each property owner.

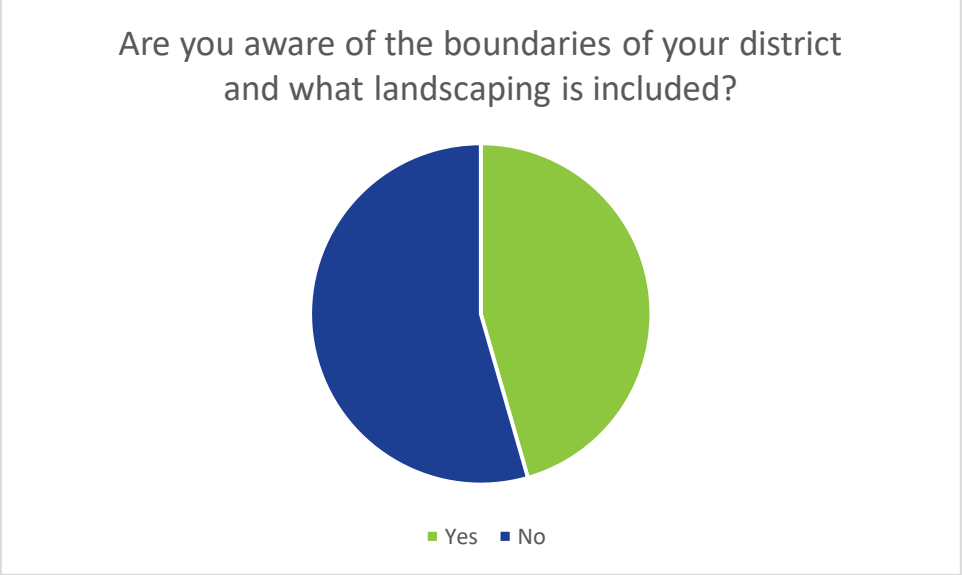


3. Are you aware of the boundaries of your district and what landscaping is included?

    a. Yes - _____

    b. No - _____

Educating residents on the boundaries of their district and the landscaping included within the district will be extremely beneficial as many residents have concerns about landscaping that is not within the boundaries of an assessment district.



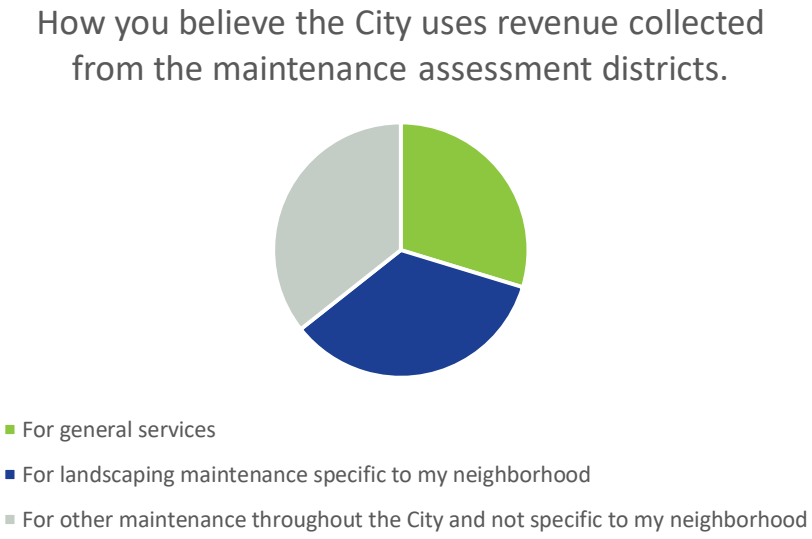
4. Please select how you believe the City uses revenue collected from the maintenance assessment districts.

    a. For general services - _____

    b. For landscaping maintenance specific to my neighborhood - _____

    c. For other maintenance throughout the City and not specific to my neighborhood - _____

CivicMic has and will continue to provide educational materials on this topic. Residents should understand, and have documentation that supports, how the City spends assessment district funds.

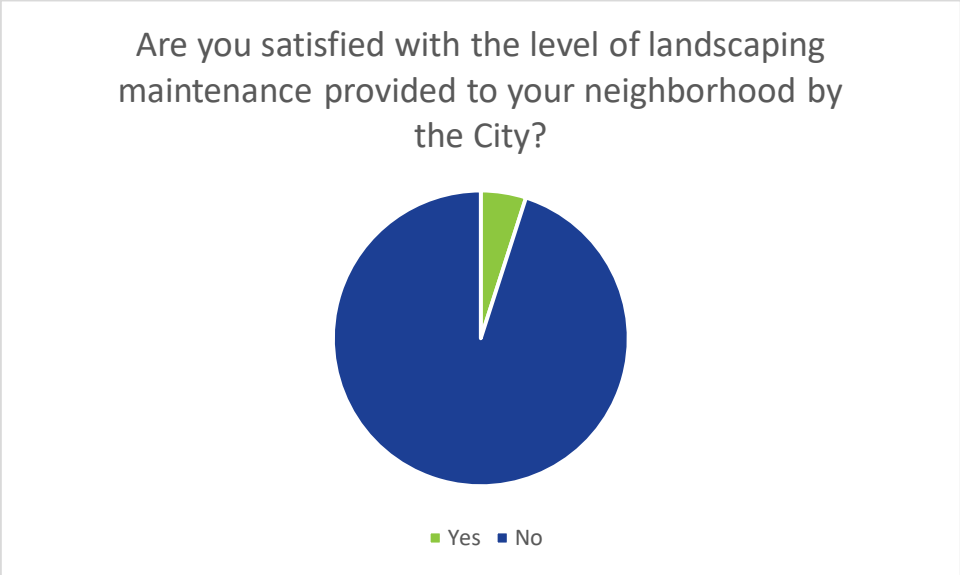


5. Are you satisfied with the level of landscaping maintenance provided to your neighborhood by the City?

    a. Yes - _____

    b. No - _____

The survey results show a 5% satisfaction rate.

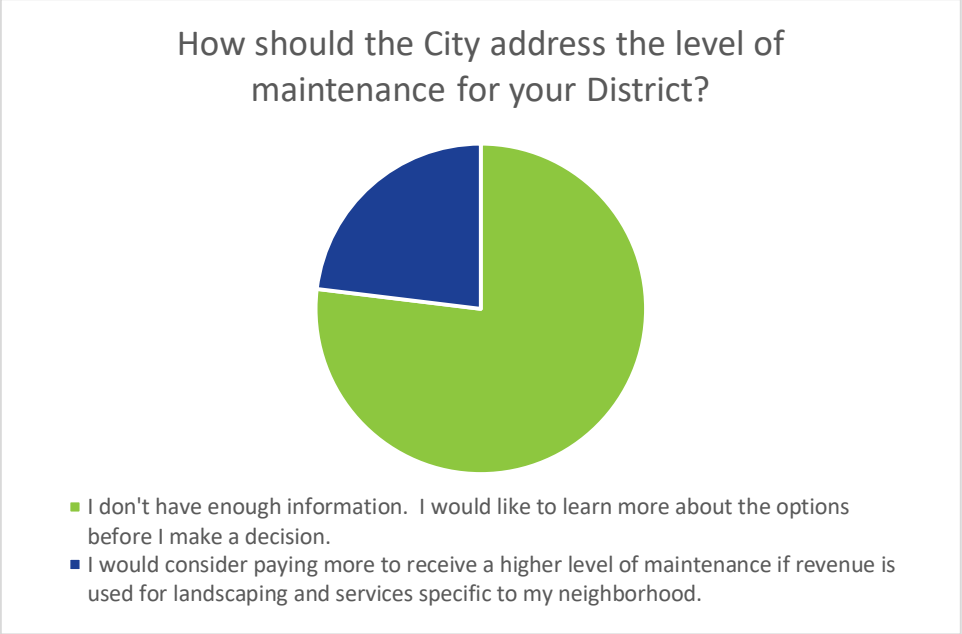


6. If not satisfied, how should the City address the level of maintenance for your District?

    a. I don't have enough information. I would like to learn more about the options before I make a decision - _____

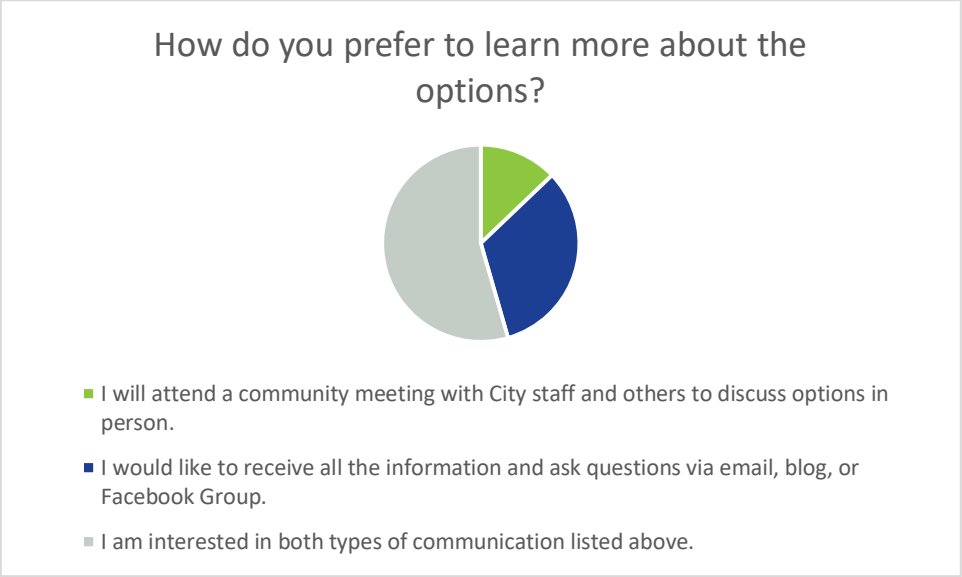
    b. I would consider paying more to receive a higher level of maintenance if revenue is used for landscaping and services specific to my neighborhood. I would like to learn more about this option - _____

The majority of residents that responded to the survey feel they need additional information to make a decision. CivicMic has and will continue to provide educational information on this topic.



7. How do you prefer to learn more about the options?
    a. I will attend a community meeting with City staff and others to discuss options in person - _____
    b. I would like to receive all the information and ask questions via email, blog, or Facebook Group - _____
    c. I am interested in both types of communication listed above - _____

Over 50% of the residents that responded to the survey would like multiple types of communication. CivicMic plans to engage residents using both types of communication to reach as many residents as possible.



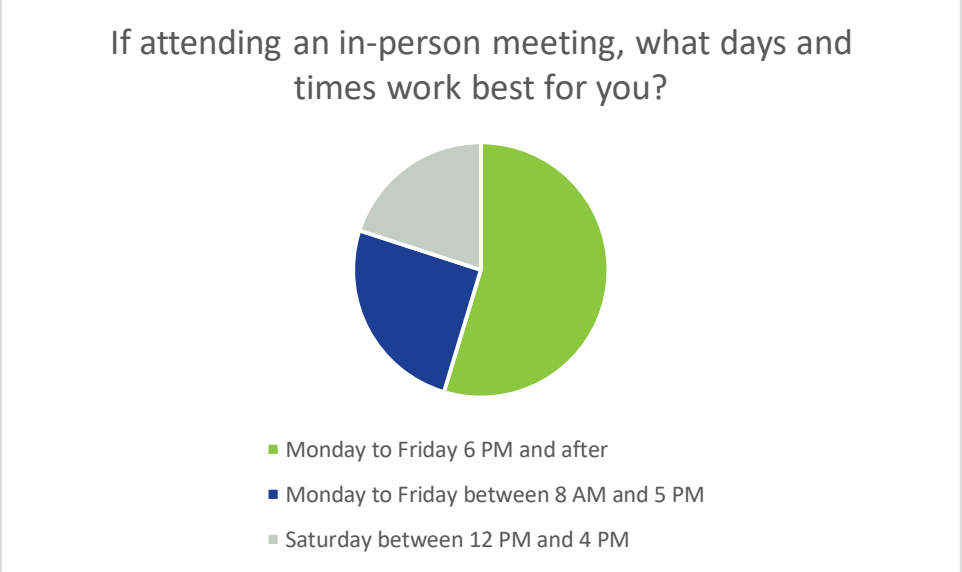
8. If attending an in-person meeting, what days and times work best for you?

    d. Monday to Friday between 8 AM and 5 PM - _____

    e. Monday to Friday 6 PM and after - _____

    f. Saturday between 12 PM and 4 PM - _____

Most residents that responded to the survey would like to meet on weekday evenings. We will continue to gauge this issue on a community by community basis to ensure the involvement of as many residents as possible.



9. What immediate questions would you like answered? (Responses have been sorted by topic only, the responses are unaltered and shown exactly as typed in the survey.)

a. Use of Assessment Funds.

- How can I get a copy of what our assessment money is being spent on?
- What is allowable to be paid from our fund?
- How is money allocated to projects?
- What has happened to all the money from my property taxes that has been collected to maintain my neighborhood?
- Receive more for our dollar~!
- How is our money budgeted and how can we get updates on expenses & account balances?
- Were funds from special tax assessment allocated to infrastructure projects; roads, sewer lines, landscaping maintenance?
- How much from my property tax bill is taken to pay for maintenance assessment district in my community?
- We wouldn't even be having this discussion if you used the money assessed for landscaping properly. I think the Ventura County grand jury would love to dig into the actual use of those assessments since they did not go for landscaping!
- Where are our assessment funds being used since they're not being used for our neighborhood?
- Why hasn't the City been performing the landscape maintenance they are obligated to do? Do your job now, and maybe we will consider increases based on CPI inflation. You've been getting my tax money for years, yet maintenance isn't performed; where is this money going? I'm not willing to pay more for landscaping maintenance that isn't being performed now; what would paying more accomplish??
- Why do we pay so much and yet the exterior landscaping has gone to weeds and seeds? We found a switchblade, trash, and leaves a foot deep; Gonzales Road is the way students walk to school. The neglect is shameful and sends a bad message. And yes, we had a neighborhood cleanup but were only able to rake and clean 1/3 of the stretch.

- How much money, from my neighborhood is collected for this purpose and how is it being spent?
- Why have the assessments gone up and the landscaping become virtually nonexistent? The weeds are overgrown, broken sprinkler heads, trash in greenbelt garden area, trees lifting sidewalks, etc.
- Why do I pay such high property taxes when Oxnard won't even take care of the lawns and landscape of California Cove?
- How are property taxes apportioned for landscape maintenance?
- Are you going to water South Bank Park? It is very dry and yellow.
- Inside the wall vs outside the wall. The inside wall contractors are doing great. The trees need trimming along the sidewalks. Outside of the walls aren't included in our fees. This is

area needs attention. The medians outside the walls aren't included. The above questions were regarding the LMDs. So, what are you discussing? Outside or Inside?

- I would like to have the city improve their landscaping for the areas maintained by the city especially Pleasant Valley blvd between Butler Rd. End of our development.

b. Service Levels

- How are vendors held accountable to perform the work they are paid for?
- How can we provide feedback on performance?
- Why are the city hired landscapers doing such a lousy job?
- What landscaping maintenance is annually performed in my district?
- Why has the maintenance been lacking for so long? The maintenance has been lacking for about 2 years now but I'm still paying - seems the monies I'm paying are not being directed to my district. Where are these funds being diverted and should we consider this misappropriation of funds since they are supposed to only be used for maintenance in our district?
- How does a community get a new landscaping company working on the grounds? The one provided is very poor.
- What level of landscaping services should we be receiving at this point? If it wasn't for the Dallas Cowboys coming into town, our neighborhood landscaping would not have been tended to. The shrubs, trees, etc. were overgrown.
- The area between Dallas Dr and Cota alongside of Channel Islands blvd. has not been maintained unless homeowner start complaining. Homeless encampments along major entrance to our city and weeds all along Channel Islands Blvd for example, go to Camarillo along Las Posas and it's maintained throughout the city. Consider outsourcing landscaping?
- Due to water issues that plague our state, why are not more water tolerant plants used around the city.
- How we can increase our maintenance to keep our landscape from dying?
- Service Level B in Wingfield 52 is not being carried out, particularly in landscaped traffic round-abouts. Dead trees and shrubs, weeds more than 2 feet tall.
- Why landscaping has not been maintained
- Why has the city let landscaping, grass, and trees die?
- When city put in the trees past the sidewalk and the roots of trees tore up my whole drive way, ruined all my water lines and yet city said do not touch their tree and they let the trees grow till you could not park your car who pays for that?
- More service re tree trimming, park clean up; weed pulling; fix sidewalks for safe walking; better service from landscaper; planting;
- Landscape maintenance in my Wingfield community - it looks bad in recent with overgrown weeds in turnabouts and along roads
- Who will take care of the landscaping and what happens when the landscaping isn’t done?
- Why does the tree maintenance require an emergency as in a limb falling on the sidewalk or street before action is taken? Follow up to eliminate further limbs from falling is non-existent.

- Why do homeowners need to schedule tree trimming sessions for trees along the parkway that are the property of the city?
- Why do we have to call and complain about the deplorable condition of our neighborhood to get someone to come in and mow the lawn? This is not the neighborhood we were first attracted to. The bulk of the budget was clearly spent on sprucing up the River Ridge area in anticipation of the Cowboys.
- Why is our park so poorly maintained (dead trees, a play area that holds water during the rains and a grass area that isn't green but full of weeds)?
- When will the City trim the palm trees?
- When will the City make safe the many sidewalks that are cracked or raised (causing a trip hazard)?
- Our city park adjacent to the elementary school is in sad repair with dead trees and weeds. Some dead trees have been removed but stumps remain as well as more dead trees.
- Why are the Green Belts not maintained? Why are the trees on Willow Creek maintained? There is no service, but we pay taxes and receive nothing in return.
- Trees in Oxnard seem to be neglected. Lots of branches breaking off the coral trees, for example. When I take walks around the neighborhood there appears to be a lot of water leaks along the landscaped parkways which seem wasteful if not fixed. I've heard that some areas fell off the grid when the city requested landscaping bids, which is why some areas are not maintained well. Would like to know what is being done about it.
- I would like to know if you can water all the greenbelt around California Cove, because the greenbelt on Ventura Rd behind Yearling PL is very dry and yellow. Also South Bank Park it is getting yellow again. I don't care if we have to pay a little more, we like to see and enjoy our GREEN AREAS GREEN! THANK YOU.
- Are going to give more maintenance to south bank park? It is looking abandoned!
- In the area nearest the curb there is a tree that the city maintains. They never ask my permission to trim the tree. I think they should also remove the weeds and do at least a minimal amount of landscaping in that area. Right now the homeowners do what they can. However I live on social security and it is a hardship for me to do it. So the weeds remain and nothing is done. Since the City asserts ownership over this area by maintaining the trees, it should also do the landscaping. Even minimal like rocks and low maintenance improvements.
- Why has my neighborhood landscaping turned to weeds?
- What's the difference between my neighborhood and Del sol park? Del sol park has the sprinkler systems working every day at 6:30 am and is all green. And landscape in my area looks like some México areas, when I know we pay more in property taxes that Colonia neighborhood, even the city of Dinuba Ca with temperatures of 100 degrees, and is located 200 miles from the ocean is all green because the sprinkles really work or because simple they care for 29,400 people the city have. I really appreciate if are leaders in my city take care the beautiful location of Oxnard. Thank you.
- Why the bushes and trees that border Cal Lighthouse along Ventura Road (7th -9th Streets) are not trimmed properly and often enough. Bushes should be trimmed low enough for police and public to see if there are any homeless and vagrants hiding behind them. The

vegetation at the corners at 7th & 9th Streets provide ideal places to hide, sleep, and congregate for vagrants, homeless, and possible illegal activity. This situation has not improved in over 25 years.

- Perimeter Park is deteriorating rapidly. Options need to be outline quickly. What is the timing? Hundreds use this park every day
- Why aren't city owned trees, trimmed or removed if dead.
- Why isn't the agreed landscape maintenance not being performed on Vineyard/Patterson to Gonzales Rd
- When the city is going to replace the tree at the East side of Ruby Dr.? It was put on a list Long time ago. Thank you!
- The landscaping just outside my wall is over grown and allows for the homeless to sleep and smoke meth, loiter and liter just outside my yard causing rats and possum to come around. I have called about the issue and told there was nothing that could be done. Is there a better way to report and resolve these types of issues and get better feedback instead of a closed door?
- When is our development and all walkways along Gonzales Road leading to Oxnard Blvd. going to get some attention? What an embarrassment!!! Where are the monies, we all pay annually to take care of our development going? We'd like to know.
- Vineyard Ave. needs more maintenance between Oxnard Blvd and Ventura Rd.
- Would like to see more maintenance of the medium divider on North Ventura road: fake grass instead of mulch.

c. Timing of Events

- How soon can we get started?
- When will Waterways Zone 1 be available?
- How and when the City waters the trees that were planted in front and the side if a corner lot residence's property? We paid for water usage of this purposes!
- Perimeter Park is deteriorating rapidly. Options need to be outline quickly. What is the timing? Hundreds use this park every day.
- When will my neighborhood be cleaned up?
- When will the city improve recreational/learning opportunities for children?

d. Historical

- Why was Pacific Cove upkeep done so well and kept nice for years then suddenly the sharp decline over the past 3 years or so?
- What's changed? The neighborhoods have all gone downhill. Weeds taller than myself.
- During the drought, the city reduced watering at Cabrillo park. This resulted in a significant number of trees dying. As of this date, the city has not replaced those trees. Will the city ever bring the park back to its original state?
- Why did you let our city get in its current status and where is the money?

e. Other

- Why does the city of Oxnard keep building when they cannot maintain what they already have? This city looks unkept and uncared for! It's embarrassing to call this home even though I was born and raised here. Poorly managed!
- On the streets leading to the elementary school, please consider adding speed bumps as those parents that run late in delivering their kids to school drive too fast.
- Why can't the City of Oxnard govern and contract companies that perform?
- Why were we forgotten for so long?
- Thank you for trying to help us.
- Why does the city of Oxnard keep building when they cannot maintain what they already have? This city looks un-kept and uncared for! It's embarrassing to call this home even though I was born and raised here. Poorly managed! Why our city looks so uncared for, it's horrible.
- What should residents pay for public park maintenance. Is it true for other public parks in Oxnard?
- Maintenance of landscaping across city - Why some areas well maintained and others not. Trash along roadways etc. Homeless encampments and trash they build up in neighborhood parks.
- What is being done about trash pick up, watering and maintaining the green zones? Looking bad at times.
- How come the entire city of OXNARD has gone down hill!
- Can we have a meeting at the park or a big poster to remind others to take the survey? Or can we get flyers to go door by door and remind our neighbors to do the survey? Some neighbors do not have computer or phone access. Just a thought. Several neighbors and I are willing to help out.
- How do get rid of landscape districts and let the home owners associations take over
- General cleaning of streets and area around them: Oxnard blvd from pleasant valley to Rose Ave and from Pleasant valley to Rose Ave. It appears that this area have not been maintained for years! Also, homeless people camp out in this areas adding to the poor conditions leaving behind so much trash.
- Living in this area for 14 years and not once have I seen a street cleaning vehicle or road crew cleaning up around Pacific Pointe and Butler road!!!
- Why is such a low priority given to landscape maintenance?
- How to combat the trash problem, weeds are out of control, street racing + loud exhaust noises, fireworks and 'bomb' noises.
- What are the boundaries of my LMD #50?
- When I have a concern about my LMD landscaping who do l address it to?
- Why are my LMD tax assessments different each year?

3.4 Prioritization Based on Representation and Interests

The City desires to implement an ongoing collaborative process leading to the implementation of viable and sustainable solutions based on the interests and representation identified through the assessment and survey. As identified, interests and levels of participation by neighborhood vary; thus, it becomes necessary to prioritize and customize the collaborative effort for each neighborhood. Each neighborhood will move along the spectrum of collaborative governance as its own pace and based on its own needs. Below is our initial understanding of the interests and prioritization of the effort by neighborhood which is subject to change based on progress made and feedback received along the way.

Phase 1 Neighborhoods and Summary of Interests

- California Cove LMD 14 – watering, weeds, dead trees and trash.
- Harbour Island (Zone 2 of Waterways) – park, tree trimming and sidewalks.
- Pacific Cove LMD 41 – general landscaping.
- Pleasant Valley Senior Housing (Pacific Pointe) LMD 50 – trash, landscaping and noise.
- Pointe LMD 25 – general landscaping and tree trimming.
- River Ridge LMD 3 – tree trimming, weeds, greenbelts and watering.
- Standard Pacific LMD 12 – use of funds and general landscaping.
- Vineyards LMD 24 – general landscaping.
- Wingfield LMD 52 – general landscaping.

Phase 2 Neighborhoods and Summary of Interests

- California Lighthouse (LMD No. 16) – recreation for children, tree trimming, and trash.
- Country Club Estates (LMD No. 10) – tree trimming and general landscaping.
- Le Village (LMD No. 13) – park maintenance.
- Rose Island (LMD No. 27) – weeds and general landscaping.
- Sycamore Place (LMD No. 47) – general landscaping.

Phase 3 Neighborhoods, Interests Not Identified

- Greystone (LMD No. 23)
- Meadow Crest Villas (LMD No. 54)
- Pacific Breeze (LMD No. 37)
- Mandalay Bay (Zone 1 of Waterways)
- St. Tropez (LMD No. 11)

4. PARTICIPATION

Stakeholders that are impacted directly or indirectly must be part of the process as Participants. Participants may include City staff, City Council members, residents, property owners (when as landlords), community groups (such as homeowners associations or others), consultants for technical support, and any other affected parties. Participants make up the neighborhood Committees.

4.1 Neighborhood Committees

Each neighborhood will have a Committee with the following Participants:

1. Residents and property owners of specific neighborhood.
2. Homeowners Association of specific neighborhood, if applicable.
3. City Special Districts Division as the Sponsor.
    a. Jeri Cooper, Project Manager.
4. City Manager's Office.
    a. Luly Lopez, Assistant to City Manager.
5. City Council member for the applicable electoral district as Convener, if available.
6. City Attorney's Office, as needed.
7. CivicMic as Facilitator.

    b. Danielle Wood
8. Consultants for technical support, as needed.
    a. NBS

4.2 Decision-Making

The Committee will operate by consensus. There must be no dissent by any member for the Committee to be considered as having achieved consensus; thus, no member can be outvoted. Members should not block or withhold consensus unless they have serious reservations about the solution that is proposed for consensus. Absence will be equivalent to not dissenting. All consensus agreements reached during meetings are assumed to be tentative until members of the Committee agree to make them final agreements.

4.3 City's Commitment

The City is committed to the collaborative efforts of each Committee. The City seeks consensus recommendations from Participants and will share responsibility in decision-making and implementation. The City will accept the final agreements made in the collaborative processes and is committed along with the Participants to implementation for the fulfillment of the Mission Statement.

The City agrees to the following special responsibilities during the collaborative efforts:

1. The City will set a tone of collaboration by modeling good listening skills, being willing to collaborate, and acting in good faith.
2. The City will provide the Committee with information as needed.
3. The City will work with the Committee to find mutually acceptable solutions.
4. The City will keep the Committee informed about the City's interests and views.
5. The City will keep its leadership updated on progress made by the Committee, including discussing any tentative agreements to bring suggested changes back to the Committee.
6. The City will work to implement the needed actions from the final agreement, monitor results and adapt for desired results.

4.4 Convener's Commitment

The Convener, if applicable, is committed to the collaborative efforts of each Committee. The Convener agrees to the following special responsibilities during the collaborative efforts:

1. The Convener is committed to getting people involved in finding effective solutions together.
2. The Convener will be impartial and will not seek to impose his/her own solutions.
3. The Convener will aid the Facilitator in having Participants talk to each other.

5. The Convener will demonstrate ongoing commitment to the collaborative process.

4.5 CivicMic's Commitment

CivicMic as the Facilitator is committed to the collaborative efforts of each Committee. CivicMic agrees to the following special responsibilities during the collaborative efforts:

1. CivicMic will conduct assessments, surveys, and gather information.
2. CivicMic will foster a climate for collaboration gathering and preparing parties to participate.
3. CivicMic will manage logistics.
4. CivicMic will design, organize and facilitate meetings and the process.
5. CivicMic will prepare an Agenda and take notes for each meeting.
6. CivicMic will run the meetings and flow of information.
7. Upon conclusion of the process, CivicMic will stay on to coordinate implementation and ongoing management to ensure sustainable long-term solutions.

4.6 Agreement

1. The goal of each Committee is to develop an agreement of actionable items that reflect a final consensus by the Committee and that if successfully implemented, is expected to fulfill the Mission Statement.
2. If the Committee reaches a final consensus on all issues, but specific, actionable items are dependent on or subject to approval by the registered voters and/or property owners, then the Committee shall collect and provide the City with signed petitions (by registered voters and/or property owners as applicable) supporting the specific, actionable items before the City initiates the formal proceedings for consideration by the registered voters and/or property owners. The City will not be able to implement these specific, actionable items without lawful approval.
3. If the Committee reaches a final consensus on all issues, but specific, actionable items are subject to approval by City Council and/or other administrative/legal entity, then the Committee shall be instrumental in supporting the effort to obtain such approval before the specific actionable items can be implemented. The City will not be able to implement these specific, actionable items without proper approval.
4. Unless otherwise agreed upon at the close of the meetings, Committee members will refrain from commenting negatively on the consensus-based language and the collaborative process.
5. The City will not alter the consensus language of the agreement unless such substantive changes are required by law or for special administrative reasons. If the City makes such changes, the City will identify the changes made subsequent to consensus and allow the Committee to comment positively or negatively on those changes.

4.7 Committee Meetings

1. The Committee meetings will be guided by the principles of collaborative governance:
    a. Transparency and accountability. Discussions should take place in public view. When agreements are reached, mechanisms must exist to ensure that parties follow through on their commitments.
    b. Equity and inclusiveness. Diverse interests and all who are needed to work on the issue must be present or represented.
    c. Effectiveness and efficiency. Good processes must be designed to produce outcomes that make practical sense.
    d. Responsiveness. Public concerns need to be authentically addressed.
    e. Forum neutrality. The process should be conducted impartially, in an atmosphere in which participants share responsibility for setting ground rules and generating outcomes.
    f. Consensus-based decision-making. Consensus is the desired way of making decisions in collaborative processes. A consensus agreement is usually a package of small agreements. Participants probably have varying levels of enthusiasm and support for each component, but they can accept the overall package as a course of action.

2. Meetings will be announced through the CivicMic website and direct email prior to the meeting, to the extent that time permits, and will be open to the public. Members of the public (not in the Committee) will be permitted to file written comments on Committee proceedings. Brief opportunities for oral public comments will be provided at each meeting. The time and manner of such comments shall be as determined by CivicMic.
3. Summaries of Committee meetings will be provided by CivicMic and, after review and approval by the Committee, will be made available through the CivicMic website.
4. Meetings for the purposes of consultation may be requested of CivicMic at any time by any member of the Committee.
5. CivicMic will be responsible for developing an agenda for all meetings of the Committee. This agenda will be developed in consultation with members of the Committee.

4.8 Guidelines for Participation

1. Participation must be voluntary.
2. Participants must share responsibility for both process and outcome.
3. Only one participant speaks at a time.
4. Participants must express their own views not of others.
5. Participants must listen carefully and be open-minded.
6. Participants must not make personal attacks.
7. Participants must stay on track (no grandstanding).

5. WORK PLAN

An initial work plan and approach has been developed based on feedback received through the assessment and survey to get the collaborative process started. However, a real work plan, approach and timeline will be created for each neighborhood based on discussions and agreements made at the on-site Committee meetings.

5.1 Initial Timeline and Approach

Below is the initial timeline and approach outlining the stages of the process and subject to change.

Date	Activity	Anticipated Outcome
July to August 2019	Research state of public improvements and feedback received by the City, determine candidate neighborhoods, perform assessment, release survey, make initial contact with residents and property owners, gather data, and start creating and releasing information through the CivicMic website.	Start engaging Participants and build a contacts list for ongoing communications throughout the process.
August to October 2019	Continue survey, research questions from responses to the survey, post answers through the CivicMic website and share directly via email and create this report.	Continue to engage Participants and gather information to prioritize and plan efforts, including the scheduling of on-site Committee meetings.
November 2019		Updated mission statement, scope, ground rules, work plan and timeline for each neighborhood.
December 2020	Research and gather information to provide answers and address needs for the next round of Committee meetings.	Preparation for next round of Committee meetings.
January 2020	Second round of Committee meetings for phase 1 neighborhoods to review answers, identify further questions, discuss various scenarios, and possibly reach agreement on an initial list of solutions.	Depending on outcomes: Draft Agreement for review and approval; research needed for additional meetings; or re-prioritize neighborhoods.
February 2020	TBD	TBD

The initial round of Committee meetings may yield procedural matters that require special consideration. Below is a sample list of procedures that may need special consideration.

1. What information do Participants need before the process can begin in earnest?
2. What procedures are necessary to ensure CivicMic functions as the clearinghouse for all the information?
3. Will some Participants need more help understanding information than others?
4. How will confidential information, if any, be protected?
5. What information is missing? Can the process continue without it?
6. How will information be communicated to people not at the table?
7. Are there any special considerations as to date, time, and location of Committee meetings? For example
    a. Is the location comfortable (good seats and proper lighting)?
    b. Are there wall spaces for notes and flip charts?
    c. Is the location accessible?
    d. Is it easy to reach via public transit?
    e. Is there a need for an interpreter or material in other languages?

5.3 Conducting Meetings

1. Discussions will focus on interests not on positions.
2. Discussing interests, concerns and needs will be encouraged.
3. Issues will be addressed for joint problem solving as “how can we.”
4. Brainstorming will occur in a large group setting to accommodate all interests.
5. Discussing options for mutual gain and insisting on objective criteria for choosing among the options will be encouraged.
6. Fact finding teams may be created to research and reach agreement on a specific issue and ideas.
7. Small groups may develop proposals to share.
8. The Committee will seek assistance from technical experts when needed.
9. Ideas will be evaluated by the City to make sure they are viable and can be implemented. The City shall evaluate ideas in a timely manner.
10. A set of criteria, approved by the Committee, will be used to evaluate options before they become part of a draft agreement.
11. The draft agreement will be updated as needed and tested for consensus.

a. Wholeheartedly agree with it.
b. Support it.
c. Live with it.
d. Have reservations.
e. Serious concerns.
f. Reject it.

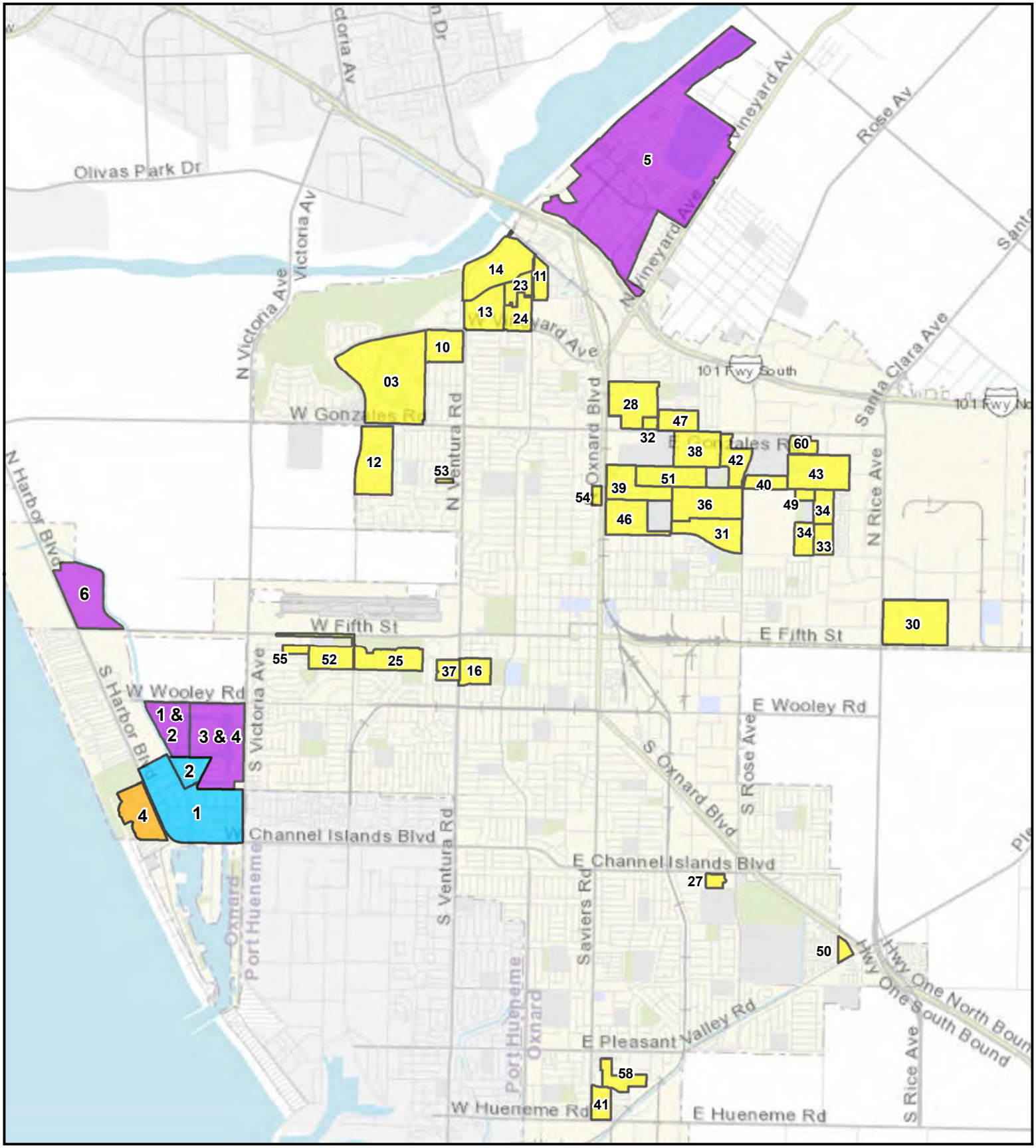
12. A final agreement will be developed to be signed by all Committee members.
13. The final agreement will include agreed upon solutions, a timeline, an implementation action plan, how resources will be allocated, contingencies, oversight responsibilities, and provisions, for an advisory committee and ongoing adaptive management of the plan.

5.4 Citizens' Advisory Committee and Adaptive Management Plan

The final agreement will propose the creation of a citizens' advisory committee and an adaptive management plan to ensure agreed-upon solutions are implemented, monitored, and adjusted to ensure desired outcomes. The advisory committee meetings and adaptive management plan cycle will continue as needed to ensure the viability and sustainability of the agreement and the public improvements. The cycle repeats annually resulting in updates to the implementation action plan, budgets, and funding solutions, as needed. The adaptive management plan will include the following:

1. Problem assessment.
2. Final agreement resulting from the Committee meetings.
3. Forecasted results based on agreement's implementation action plan.
4. Monitoring program.
5. Evaluation of monitoring results vs. forecasted outcomes.
6. Adjustments.
7. Re-implementation for next cycle.

CITY OF OXNARD ASSESSMENT DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
January 2020

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

Community Facilities Districts

2 - Westport	5 - Riverpark
4 - Seabridge	

Landscape Maintenance Districts

3 - RiverRidge	38 - Aldea Del Mar
10 - Country Club	39 - El Sueno Promesa
11 - St. Tropaz	39 - DR Horton
12 - Standard Pacific	40 - Cantada
14 - California Cove	41 - Pacific Cove
16 - California Lighthouse	42 - Cantabria/Coronado
13 - Le Village	43 - Greenbelt
23 - Greystone	46 - Daily Ranch
24 - Vineyards	
25 - The Pointe	49 - Cameron Ranch
27 - Rose Island	50 - PV Senior Housing
28 - Harborside	51 - Pfeiler
30 - HAAS Automation	52 - Wingfield
31 - Rancho De La Rosa	53 - Huff Court
32 - Oak Park	54 - Meadow Crest
33 - El Paseo	55 - Wingfield West
34 - Sunrise Pt/Sunset Cove	58 - Westwind
36 - Villa Sta Cruz/Villa Carmel	60 - Artisan
37 - Pacific Breeze	

Maintenance Assessment District

4 - Mandalay Bay/Beach Main

Waterway Assessment Districts

Zone 1 - Mandalay Bay	Zone 2 - Harbor Island

Approval of Third Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Services

Public Works and Transportation Committee
May 12, 2020

Jeri Cooper,
Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to:

1. Execute a Third Amendment to Agreement A-7950 with NBS Government Finance Group in the amount of $509,650 for a total not-to-exceed amount of $1,010,765.42 for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs) and formation services of Community Facilities Districts (CFDs) and to extend the term from May 31, 2021 to June 30, 2022; and

2. Authorize the City Manager to approve a budget appropriation for various LMDs, and CFD 6 Northshore as detailed in the financial impact section.

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BACKGROUND

NBS Government Finance Group provides support services and consultation to the City in the area of assessment district formation, budgeting and community outreach

- February 2017: Initiated NBS Agreement A-7950 for $166,700 through June 30, 2018
- May 2018: First Amendment for additional on-call services and term through May 31, 2021
- January 2019: Second Amendment for changes to Prevailing Wage requirement – no change in contract value

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DISCUSSION

Summer 2019

- Began Community Outreach to underfunded and utility-capped LMDs
- Administered a survey to residents in the LMDs regarding what types of services they would like to see and how the City can better support the residents

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DISCUSSION

Fall 2019

- NBS published the Collaborative Governance for Special Districts report
- Detailed a desire for increased services, information and interaction by residents in districts

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DISCUSSION

Third Amendment for additional $509,650 to the NBS Contract includes:

- Focus Community Outreach – prospective LMD to CFD conversions
- CFD Formation – Community outreach an bonding services
- Services for continuing budget development support
- Services for new assessment district formations
- Extends term through June 30, 2022

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FINANCIAL IMPACT

Exhibit	District Name	Account Number	Spending Plan	Budget Appropriation	Fund Balance as of 6/30/19
E	Sakioka Farms (P41912)	541-4191-871-8209	$22,000	N/A	N/A
F	Northshore - CFD 6	176-1606-805-8209	$45,500	$45,500	$533,210
G	LMD 3 - RiverRidge	124-1606-805-8229	$5,000	N/A	N/A
	LMD 12 - Standard Pacific	131-1606-805-8229	$5,000	$5,000	$22,764
	LMD 14 - California Cove	132-1606-805-8229	$5,000	$5,000	$21,467
	LMD 24 - Vineyards	144-1606-805-8229	$5,000	$5,000	$18,472
	LMD 25 - The Pointe	145-1606-805-8229	$5,000	$5,000	$26,030
	LMD 41 - Pacific Cove	163-1606-805-8229	$5,000	$5,000	$31,105
	LMD 50 Pleasant Valley Senior Housing	170-8007-899-8229	$5,000	$5,000	$35,289
	LMD 52 - Wingfield	170-8009-899-8229	$5,000	$5,000	$381,272
Special District Administration		172-1606-805-8209	$30,000	N/A	N/A
		TOTAL	$137,500	$80,500	

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FINANCIAL IMPACT

- Third Amendment is $509,650 with a total not to exceed amount of $1,010,765.42
- Spending plan for FY 2019-20 is $137,500
- A budget appropriation increase of $80,500 is required to meet the needs of districts in FY 2019-20
- Future funding will be requested in the budgeting process for FY 2020-21

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QUESTIONS?
CITY OF
OXNARD
CALIFORNIA