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

AMENDED AGENDA

J.1 Consent - Council Meeting Minutes Date Correction 11/16/21

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

December 21, 2021

Closed Session - 5:00 PM

Closed Session Only - Public Comments Dial: 805-276-4238

Regular Council Meeting - 6:00 PM

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

Dial Phone Number: (888) 475-4499

Enter Meeting ID: 844 9973 9043

Passcode: 042469

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

   a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
   b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

   a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
   b. Public comments on agenda items shall be taken following the announcement of the item. After the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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: (Presentation / Council Discussion / Public Comment)

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: John Curtis Newman, III v. City of Oxnard; et al.
   United States District Court, Central District, Case No. 2:20-cv-03173-ODW-JC
   Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
   Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.
   Legislative Body: City Council

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
   Properties: 3139 South J Street, Oxnard (APN 205-0-041-115
   Agency Negotiator: Ashley Golden, Assistant City Manager
   Negotiating Party: Emilio Ramirez, Housing Director, Oxnard Housing Authority
   Under Negotiation: Price and terms of payment/transfer
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items

should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 19, 2021 and November 16, 2021 regular meetings as presented.

Legislative Body: City Clerk

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: Resolution Commending Diana Burns for 38 Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Diana Burns for 38 Years of Service to the City of Oxnard.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Community Development Department

SUBJECT: Adoption of Ordinance No. 3006 - Planning & Zoning (PZ) Permit No. 21-580-05 Bed and Breakfast Parking Regulations (Zone Text Amendment).

RECOMMENDATION: That the City Council adopt Ordinance No. 3006 amending the Oxnard City Code Section 16-374 "Standards for Traditional Bed and Breakfast (Homestay)" allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit.

(On July 27, 2021, the Community Services, Public Safety and Housing and Development Committee received a summary report and referred the item to the Planning Commission. On October 21, 2021, the Planning Commission conducted a public hearing.)

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

4. Billing and Licensing Department

SUBJECT: Ratification of the First Amendment to Agreement with Paymentus, Inc. for Credit Card Services.

RECOMMENDATION: That the City Council ratify the first amendment to Agreement 9046-20-CT with Paymentus, Inc. to add the function of credit card merchant processor in the scope of services to be performed by Paymentus, Inc.

(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Eden Alomeri, (805) 385-7811

5. Public Works Department

SUBJECT: Agreement A-8403 to GSE Construction Company, Inc. for the Total Organic Carbon Analyzer Project (Rebid), Specification No. PW 21-15R.

RECOMMENDATION: That the City Council approve and authorize the following for a total of $285,240 in Project funds for the Total Organic Carbon (TOC) Analyzer Project (Rebid), Specification No. PW 21-15R (Project No. 216505):

1. The Mayor to execute Agreement A-8403 with GSE Construction Company, Inc. in the amount of $237,700 for the Project;
2. A Project contingency amount of $23,770;
3. A Project allocation of $23,770 for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of $95,087 from the available fund balance in the Water Operating Fund (601) for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Fire Department

SUBJECT: Formal Adoption of 2021 City of Oxnard Emergency Operations Plan (EOP) Update.

RECOMMENDATION: That the City Council adopt a resolution adopting the 2021 Emergency

Operations Plan (EOP) Update and authorize the Mayor to sign the Letter of Promulgation.
(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

7. Fire Department

SUBJECT: Ratification to submit seven (7) grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $1,999,836 for the purpose of purchasing an Aerial Apparatus (Ladder Truck), Medical Squad, Tactical Emergency Medical Services (TEMS) Training, Wildland Gear, Extractors, Battery Operated Extrication Equipment, and Thermal Imaging Cameras. (Matching requirement of up to $180,819.)

RECOMMENDATION: That the City Council adopt a resolution:

1. That ratifies the submission of seven (7) grant applications to the Federal Emergency Management (FEMA) Assistance to Firefighters Grant (AFG) for $1,999,836, including a 10% local match for the purpose of purchasing an aerial apparatus, medic squad, extractors, battery-operated extrication equipment, thermal imaging cameras, wildland gear and Tactical Emergency Medical Services (TEMS) training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

8. Public Works Department

SUBJECT: Agreement A-8377 with U.S. Metro Group, Inc. to Provide Custodial Services for Citywide Park Restrooms.

RECOMMENDATION: That the City Council approve and authorize the:
1. Mayor to execute Agreement A-8377 with U.S. Metro Group, Inc. for a term of one (1) year and the option to extend for two (2) consecutive periods of one (1) year each, not to surpass January 31, 2025, and for a total contract not-to-exceed amount of $1,800,000, for custodial services for citywide park restrooms; and
2. Purchasing Agent to execute amendments to Agreement A-8377 for a total term of three (3) years with a possible ultimate termination date of January 31, 2025 and a total not-to-exceed amount of $1,800,000.

(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Second Amendment to County of Ventura and Ventura County Watershed Protection District Agreement A-8295 - Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-8295 with the County of Ventura and the Ventura County Watershed Protection District in the amount of $71,288.54 for a new not to exceed contract amount of $232,958.54 and to extend the term to December 31, 2022, for the City of Oxnard's share of Harbor Beaches of Ventura County Total Maximum Daily Load special studies and compliance actions.
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

10. Public Works Department

SUBJECT: Agreement A-8381 with Woodard & Curran, Inc., for the Utility Master Plan Update Project PW 21-83.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8381 with Woodard & Curran, Inc., in the amount of $899,239 for a term of two years for the Utility Master Plan Update Project, Specification No. PW 21-83.
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following on-call professional engineering agreements:
1. Agreement A-8384 with Twining, Inc. in the amount not to exceed $750,000 for a three-year term;
2. Agreement A-8385 with Earth Systems Pacific in the amount not to exceed $500,000 for a three-year term;
3. Agreement A-8386 with Construction Testing and Engineering, Inc. in the amount not to exceed $500,000 for a three-year term;
4. Agreement A-8387 with Black, O'Dowd, and Associates, Inc. in the amount not to exceed $1,000,000 for a three-year term;
5. Agreement A-8389 with Roesling Nakamura Terada Architects, Inc. in the amount not to exceed $1,000,000 for a three-year term;
6. Agreement A-8390 with SVA Architects, Inc. in the amount not to exceed $1,000,000 for a three-year term.
7. Agreement A-8396 with LSY Enterprise Inc. in the amount not to exceed $1,000,000 for a three-year term; and
8. Agreement A-8397 with TJKM Transportation Consultants in the amount not to exceed $1,000,000 for a three-year term.
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

12. Public Works Department

SUBJECT: Second Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short-Term Rental of additional Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute a Second Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC in the amount of $464,000 for a new total not to exceed $1,707,200 for a term of six months for the short-term rental of eight additional compressed natural gas (CNG) residential refuse collection vehicles; and
2. Approve a budget appropriation in the amount of $464,000 from the available fund balance in the Solid Waste Operating Fund (631).
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

13. Finance Department

SUBJECT: Second Amendment to Agreement A-8012 with NHA Advisors for financial advisory services, disclosure compliance, and CDIAC reporting services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement No. A-8012 with NHA Advisors for a five-year extension in the amount of $100,000 per year ($500,000 total for the amendment or, including the prior amount, $800,000 total contract).
(The Finance and Governance Committee approved 3-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

14. Fire Department

SUBJECT: Resolution Commending Roy Peacock for 37 Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Roy Peacock for 31 years of exemplary service to the City of Oxnard Fire Department.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

15. Finance Department

SUBJECT: Fiscal Year 2020-21 Annual Report on Development Impact Fees (AB1600).

RECOMMENDATION: That the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2021.

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

16. City Manager Department

SUBJECT: First Amendment with Vasquez & Company LLP for On-Call Internal Auditing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the Professional Services Agreement with Vasquez & Company, LLP (9051-20-CM) in the amount of $75,000 for a not to exceed contract amount of $100,000 and to extend the term 3 more years until December 31, 2024, for On-Call Internal Auditing Services.
(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

17. Public Works Department

SUBJECT: Resolution Commending Reyes Covarrubias for 20 Years of Services to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Reyes Covarrubias for 20 Years of Services to the City of Oxnard.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

K. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Amendment to the Housing Authority Annual Agency Plan and Housing Choice Voucher Program Administrative Plan. (0/10/10)

RECOMMENDATION: That the Board of Commissioners:

1. Conduct a public hearing to receive comments concerning recommended amendments to the 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan;

2. Adopt the attached Resolution approving the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan; and

3. Authorize the Oxnard Housing Authority to submit the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan to the United States Department of Housing and Urban Development.
(This item did not originate in Committee.)

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

Legislative Body: Housing Authority Board of Commissioners

Contact: Emilio Ramirez, (805) 385-8094

L. REPORTS

1. Finance Department

SUBJECT: Proposed City Council Policy for Internal Control Integrated Framework - Monitoring Activities. (0/10/10)

RECOMMENDATION: That the City Council adopt a resolution adopting the Policy for Monitoring Activities of Internal Controls to define the City Council's internal control activities as they relate to monitoring activities of internal controls.
(The Finance and Governance Committee approved 3-0 on November 23, 2021.)
(Presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

2. Public Works Department

SUBJECT: Agreement A-8404 to Toro Enterprises, Inc. for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road,

Specification No. PW 21-98. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of $3,643,818 in Project funds for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road, Specification No. PW 21-98 (Project Nos. 206506, 216502 & 215707):
1. The Mayor to execute Agreement A-8404 with Toro Enterprises, Inc. in the amount of $3,036,516 for the Project;
2. A Project contingency amount of $303,651 for the Project; and
3. A Project allocation of $303,651 for engineering, inspection, survey and project management for the Project.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GRhKOwMKBsY

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Police Department

SUBJECT: Report on Police Department's Automated License Plate Reader (ALPR) Program. (0/5/5)

RECOMMENDATION: That the City Council receive and file a report on the Police Department's Automated License Plate Reader (ALPR) Program.
(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 23, 2021.)
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0UjXu4pcouU

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

M. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY
AGENDA ITEM NO. F.1

DATE: December 21, 2021

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION

That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

BACKGROUND

On March 4, 2020, Governor Newsom issued Executive Order N-29-20, which in part, suspended the Ralph M. Brown Act (the "Brown Act") requirements for the conduct of meetings via teleconference during the COVID-19 pandemic. The Governor issued Executive Order N-08-21 on June 11, 2021, extending the Brown Act modifications to Executive Order N-29-20 through September 30, 2021.

On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361"), which amends the Brown Act to allow meetings of legislative bodies to be conducted via teleconference under certain conditions during proclaimed emergencies.

On September 20, 2021, the Governor issued Executive Order N-15-21 suspending the provisions of AB 361 through September 30, 2021, and clarifying that legislative bodies may continue to meet under Executive Order N-29-20 through September 30, 2021.

AB 361 allows legislative bodies to hold meetings utilizing teleconferencing without complying with the standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances occur:

- State or local officials have imposed or recommended measures to promote social distancing; or
- A meeting is being held for the purposes of determining, by majority vote, whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The City's *COVID-19 Comprehensive Policy and Protocol* imposes measures to promote social distancing. Further, the Governor's proclaimed state of emergency remains in effect. Additionally, on September 17, 2021, the Ventura County Health Officer informed the public that Ventura County's case rate is 19.3, which is still considered widespread community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health. Further, on September 21, 2021, the Health Officer recommended that social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Also, on October 18, 2021, the

Ventura County Public Health Officer extended Ventura County's indoor mask order, requiring all individuals, regardless of vaccination status, to wear face coverings when indoors in public settings, with limited exceptions. As noted by the Ventura County Health Officer, “The order is necessary to reduce the rate of community spread and to reinforce the need for safe interactions."

On October 5, 2021, the City Council adopted a resolution ratifying its proclamation of a local emergency on March 17, 2020, and authorizing remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with AB 361. On October 19, 2021, the City Council adopted a resolution re-authorizing remote teleconference meetings of the City's legislative bodies in accordance with Assembly Bill 361.

If a meeting is held via teleconference under AB 361, the following requirements apply:

- Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
- The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The agency does not have to provide an in-person option for the public to attend the meeting.
- The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The legislative body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real-time” public comments.
- If the agency provides a timed public comment period, the public comment period must be left open until the time expires. If no timed public comment period is provided, a reasonable amount of time per agenda item must be provided.
- Findings must be made every 30 days to continue to conduct teleconference meetings under AB 361.
- The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend measures to promote social distancing.

By re-authorizing the allowance for the City's legislative bodies to continue to meet via teleconference in compliance with AB 361, the City Council finds that it has reconsidered the circumstances of the state of emergency and 1) the emergency continues to impact the ability to meet safely in person, and 2) State or local officials continue to impose or recommend measures to promote social distancing.

City Council's re-authorization is effective until the earlier of January 18, 2022, or such time as the City Council adopts subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

None

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1

DATE: December 21, 2021

TO: City Clerk

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the October 19, 2021 and November 16, 2021 regular meetings as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS
1. MINUTES 10 19 2021 CC Regular Meeting
2. MINUTES 11 16 2021 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Council Meeting
October 19, 2021

A. ROLL CALL, POSTING OF AGENDA

At 4:33 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, 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. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members participating via videoconference Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Paul Early, Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; Jason Benites, Police Chief; Denise Shadinger, Assistant Chief of Police; Eric Sonstegard, Assistant Chief of Police; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Timothy Beaman, Supervising Civil Engineer; Tim Bochum, City Traffic Engineer; Abraham Maldonado, Water Resources Manager; Chris Peyton, Water Operations Manager; Omar Castro, Water Division Manager; Daniel Sanchez, Water Meter Operations Chief Operator; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Scott Kolwitz, Planning & Environmental Services Manager; Kathleen Mallory, Planning & Sustainability Manager; and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer.

Sara Mares, Director at NBS Local Government Consultants; Christian Sprunger, Assistant Vice President at NHA Advisors; Craig Hill, Managing Principal at NHA Advisors; Chris Cole, Managing Principal at DPFG Management; John Gebhardt, Principal at SEG Advisors; Fernando Villa, Partner at Allen Matkins; Maryann L. Goodkind, CFD Counsel at Norton Rose Fullbright; and Spencer Waterman, Associate Planner with Systems Consulting, Inc.; also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
   Based on existing facts and circumstances, the City Council shall decide whether to initiate

litigation in one potential case.
Legislative Body: City Council

At 4:39 p.m., the City Council recessed to a closed session. At 5:05 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:10 PM)

1. City Manager Department
SUBJECT: Police Department Update
RECOMMENDATION: That the City Council receive a Police Department update.

Jason Benites, Chief of Police, gave a report and answered Council's questions. Public comments were received from Reverend Greg Runyon. Report was received and filed, no formal action was required.

E. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October 2021 as "Multicultural Month" in the City of Oxnard.

Mayor Zaragoza read the proclamation and presented it to Adam Lopez, Community Relations Committee Chair, who made some remarks.

2. SUBJECT: Presentation of a Proclamation Designating November 11, 2021 as "Veterans Day" in the City of Oxnard.

Mayor Zaragoza read the proclamation and presented it to Ronald Eugene Fitzgerald, Public Affairs Officer for the Vietnam Veterans of Ventura County, who made some remarks.

3. SUBJECT: Presentation of a Commendation to Mixteco Indigena Community Organizing Project (MICOP) on the Occasion of Their 20th Anniversary.

Mayor Zaragoza read the proclamation and presented it to Arcenio Lopez, Executive Director and Genevieve Flores-Haro MPA, Associate Director at Mixteco Indigena Community Organizing Project (MICOP); who made some remarks.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (Halaco Homeless Encampment Eviction Set for November), Walter J. Snyder (Complaint Against Police Officer), Manuel Herrera, Citizens for a Better Oxnard (Indigenous Peoples' Day/Honor Chumash), and Lucy Cartagena (Request to Provide RV Waste Dump Services for Homeless and Concerns about Homeless Housing).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services and adoption of **Resolution #15,496** re-authorizing remote teleconference meetings of legislative bodies of the City of Oxnard.

RECOMMENDATION: That the City Council:
1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

2. Adopt **Resolution #15,496** re-authorizing remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

Alexander Nguyen, City Manager, presented and answered questions from Council. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, Teran and Basua voted in favor; the motion carried 7-0.

2. City Manager Department

SUBJECT: American Rescue Plan Act Investment Results from the September 21, 2021, City Council Meeting.

RECOMMENDATION:
That the City Council receive and file the American Rescue Plan Act Investments Results from September 21, 2021 City Council Meeting.

Alexander Nguyen, City Manager, presented the report with the final decisions made by City Council for the American Rescue Plan Act Investments. No public comments were received. Report was received and filed, no formal action was required.

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

1. Community Development Department

SUBJECT: **Resolution #15,497** in Support of H.R. 2307 - Energy Innovation and Carbon Dividend Act of 2021. (10/10/10)

RECOMMENDATION: That the City Council adopt **Resolution #15,497** in support of H.R. 2307 - Energy Innovation and Carbon Dividend Act of 2021.

Kathleen Mallory, Planning & Sustainability Manager, presented and answered questions from Council. Public comments were received from Maria Margarita Navarro, Max Ghenis, Mindy Greenberg, and Jade Chongsathaport. Discussion ensued among the Council and staff.

It was moved by Councilmember Teran, seconded by Mayor Zaragoza, to approve the recommended action. VOTE: Zaragoza, MacDonald, Perello, Lopez, Madrigal, Basua, and Teran voted in favor; the motion carried 7-0.

CITY COUNCIL REPORTS

Mayor Pro Tem MacDonald selected to support Gold Coast Glass, Inc., a family owned local business and longtime Oxnard residents.

Councilmember Teran selected to support La Michoacana Azteca #2 a small local business. He attended the Breast Cancer Awareness Pop-up event at the Esplanade Shopping Center. He thanked the Police and Fire Departments for organizing this event.

Councilmember Perello selected to support Oxnard Shores Pizza Company, a local business. He attended the United Water Conservation District, 2021 Water Sustainability Summit. He expressed concerns about the water drought conditions. He asked that an item be added to a future Public Works and Transportation Committee agenda to address the waste being dumped in the streets and storm drains. Thanked residents for voting for Measure E. He reminded residents to vote in the upcoming Special Election for District 2.

Councilmember Madrigal selected to support Dulceria La Colmena, a local business. He thanked Mariposa Landscape and Garcia's Landscape for their hard work and efforts in cleaning up District 3 and beautifying the City. He attended the Oxnard Union High School District Predistricting meeting. Requested that an item be placed in a future meeting agenda to task staff to review the needs for curb cuts in District 2 and District 4.

Councilmember Basua selected Quality Auto Works as her local business to support. She met with Carol Hansen, Ed.D, Superintendent of the Ocean View School District, which expressed concerns about the homeless surrounding the schools in this area. Councilmember Basua is looking forward to working with City staff and the County of Ventura to identify resources and find solutions to assist with this situation.

Councilmember Lopez selected to support Mik's Pizza, a small family owned business that serves delicious pizza for all events. She attended with Mayor Zaragoza, the Breast Cancer Awareness Pop-up event in Downtown, in partnership with Starbucks.

Mayor Zaragoza selected Oxnard Donuts as his local business to support. He attended the Breast Cancer Awareness Pop-up event in Downtown, and thanked Councilmember Lopez for attending and speaking at this event. He also attended the Southwinds Neighborhood Council meeting. He visited the Community Development Department to greet staff and thanked Vyto Adomaitis, Community Development Director, for providing him a tour of the department.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-7 were discussed among the Council and staff.

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the July 29, 2021 and September 7, 2021 regular meetings as presented.

2. Public Works Department
SUBJECT: California Resilience Challenge Grant Program Application.
RECOMMENDATION: That City Council adopt **Resolution #15,498** ratifying the authorization of the City Manager to execute in the name of the City of Oxnard all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for $200,000 in California Resilience Challenge Grant funds, to be used for the completion of a City-wide park drought and heat resiliency project.
(This item did not originate in Committee.)

3. Community Development Department
SUBJECT: Adoption of **Ordinance No. 2998** - Planning & Zoning (PZ) Permit No. 20-580-05 (Zone Text Amendment).
RECOMMENDATION: That the City Council adopt Ordinance No. 2998 amending Chapter 16 of the Oxnard City Code to add Medical Clinics and Hospitals as sensitive uses requiring separation from Firearm Ranges and Businesses Engaged in the Sale of Firearms and Ammunition.

4. Community Development Department
SUBJECT: Adoption of **Ordinance Nos. 2999, 3000, 3001, 3002 and 3003** - Planning & Zoning (PZ) Permit No. 21-580-03 (Zoning Text Amendments) - Implementation of the 6th Cycle 2021-2029 Housing Element.
RECOMMENDATION: That the City Council adopt the following Ordinances

amending Chapter 16 of the Oxnard City Code (OCC) to implement the 6th Cycle 2021-2029 Housing Element:

1. Ordinance No. 2999 - An Ordinance of the City Council of the City of Oxnard to Repeal the All-affordable Housing Opportunity Program (AAHOP) and replace these regulations with newly created Affordable Housing, Permitted (-AHP) And Affordable Housing, Discretionary (-AHD) Additive Zone Definitions, Designations and Regulations in OCC Sections 16-420a through 16-420k; and
2. Ordinance No. 3000 - An Ordinance of the City Council of the City of Oxnard amending the General Commercial zone permitted and related uses in OCC Section 16-135 & 16-136; and
3. Ordinance No. 3001 - An Ordinance of the City Council of the City of Oxnard amending the Business And Research Park (BRP) zone permitted uses in OCC Section 16-162 & 16-163; and
4. Ordinance No. 3002 - An Ordinance of the City Council of the City of Oxnard amending the Density Bonus ordinance approval authority and appeal provision in OCC Section 16-410; and
5. Ordinance No. 3003 - An Ordinance of the City Council of the City of Oxnard Creating a Ministerial Site Plan Review process OCC Sections 16-523 through 16-523.12.

(This item originated from a Public Hearing at the October 5, 2021 City Council meeting and was previously heard by the Planning Commission, therefore this item did not originate in Committee.)

5. Fire Department

SUBJECT: Adjustment of State Surcharge Fees for Certified Unified Program Agency (CUPA) Services and Permits.

RECOMMENDATION: That City Council adopt **Resolution 15,499** to adjust the existing State General Oversight Surcharge fees.

(Approved at Finance & Governance Committee on September 28, 2021 with a vote of 3-0.)

6. Police Department

SUBJECT: Increase in Reward Funds for Unsolved Homicide Cases.

RECOMMENDATION: That the City Council receive and file a report from the Oxnard Police Department on the increase of reward funds for unsolved homicide cases.

(The Public Safety Committee approved 3-0.)

7. Public Works Department

SUBJECT: Agreement A-8375 with Sancon Technologies, Inc., for On-Call Cured-in-Place Pipe Repair Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8375 with Sancon Technologies, Inc., in the amount not to exceed

$450,000 for a three-year term ending November 1, 2024, for On-Call Cured in Place Pipe Repair Services for the Wastewater Division.
(As of the date of this City Council agenda being posted, there is not yet an outcome from the October 12, 2021 Public Works and Transportation Committee. Staff is available to answer any questions.)

Consent Agenda Items: L.1, L.2, L.4, L.5, L.6, L.7:
Councilmember Lopez requested a revision to the September 7, 2021 Council meeting minutes, a correction to the title of Senator Monique Limon, representing California Senate District 19.

It was moved by Councilmember Lopez, seconded by Mayor Zaragoza, to approve the Information/Consent items L.1 – L.2 and L.4 – L.7 as presented. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; motion passed 7-0.

Consent Agenda Item: L.3:
It was moved by Councilmember Lopez, seconded by Mayor Zaragoza, to approve the Information/Consent item L.3 as presented. VOTE: Lopez, Basua, Teran, Zaragoza, Perello, and Madrigal voted in favor, MacDonald voted against; motion passed 6-1.

M. PUBLIC HEARINGS

1. Public Works Department
SUBJECT: 2020 Urban Water Management Plan and Water Shortage Contingency Plan. (10/10/30)
RECOMMENDATION: That the City Council:

1. Receive a presentation and hold a Public Hearing to receive public comments on the 2020 Urban Water Management Plan and Water Shortage Contingency Plan; and
2. Adopt **Resolution #15,500** to approve the 2020 Urban Water Management Plan and Water Shortage Contingency Plan and authorize City staff to file the plans with the State of California. (Public Works and Transportation Committee approved 3-0).
(Presentation will be live upon consultant's request.)

The City Clerk announced the affidavit of publication and stated that no written communications were received. Abraham Maldonado, Water Resources Manager introduced Spencer Waterman, Associate Planner with Systems Consulting, Inc., which gave a report and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

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

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

At 9:58 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Madrigal, Lopez, Teran, MacDonald, Perello, and Zaragoza; voted in favor; the motion carried 6-0. Councilmember Basua was not available to vote on this item due to technical issues.

N. REPORTS

1. Finance Department

SUBJECT: Authorize Issuance and Sale of Water Revenue Refunding Bonds, Series 2021, to Refinance Outstanding 2014 Bonds. (10/10/10)

RECOMMENDATION: That the City Council adopt a **Resolution #15,501** authorizing the issuance and sale of Water Revenue Refunding Bonds, Series 2021, in an aggregate principal amount that shall not exceed $25,000,000.00, to refinance outstanding bonds, authorizing execution of Indenture of Trust, Placement Agent Agreement, and related official actions. (Finance and Governance Committee approved 3-0). (Presentation will be live upon Consultant's request.)

Shiri Klima, Deputy City Manager introduced Christian Sprunger, Assistant Vice President at NHA Advisors, who presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

2. Finance Department

SUBJECT: Authorize Execution and Delivery of Schedule of Property to the Banc of America Master Equipment Lease/Purchase Agreement A-7667 for the Acquisition, Financing, and Leasing of Certain Equipment. (10/10/10)

RECOMMENDATION: That the City Council:

1. Adopt **Resolution #15,502** authorizing the execution and delivery of Schedules of Property to the Master Equipment Lease/Purchase Agreement not to exceed $10.5 million for the acquisition, financing and leasing of certain equipment for the public benefit within the terms provided herein; authorizing the execution and delivery of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and

2. Adopt **Resolution #15,503** declaring the intent of the City to be reimbursed for certain

capital expenditures from the proceeds of indebtedness. (Finance and Governance Committee approved 3-0) (Presentation will be live upon Consultant's request).

Shiri Klima, Deputy City Manager introduced Christian Sprunger, Assistant Vice President at NHA Advisors, who presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Teran, Basua, Zaragoza, Lopez, MacDonald, Madrigal, and Perello voted in favor; motion passed 7-0.

3. Housing Department
SUBJECT: A Review of Rent Control and Tenant Protection Strategies (0/20/20)
RECOMMENDATION: That the City Council:
1. Conduct a review of potential strategies regarding tenant protection strategies;
2. Give direction to staff on the preferred components of the tenant protection strategies; and
3. Direct staff to return to the City Council for consideration of specific components of the tenant protection strategies.

Alexander Nguyen, City Manager reported and introduced Emilio Ramirez, Housing Director, who presented and answered questions. Public comments were received from Luz Maria Ramirez, Maria Navarro, Zuleth Lucero, Teresa, Arturo, Hugo, Maria S., Lucila, Petra, Caridad, Yesenia Gonzales, Marilu, Kimberly Garcia, Claudia Quezada, Olga Medina, Adriana, Soledad, Carmen Obeso, Guillermo, Nancy Lindholm, Reyna, Juanito, Petra Rodriguez, Marisol Torrez, Lucino Solano, Josefino Cervantes, Luz, Marisol Jimenez, Debbie Mitchell, Max Ghenis, Danielle Leidner-Peretz, Thomas Cady, Maria Torres, Graciela Silva, Virgida Gomez, Matt Capritto, Karen Sher, Sher Heard, Matthew Buck, Mauel Herrera, Veronica Garcia, Daniel Wilson, Barbara Macri Ortiz, Ryan, Janet Sprisser, Ian Gamble, and Mindy Greenberg. Discussion ensued among the Council and staff.

Councilmember Lopez made a motion to direct staff to draft a local ordinance version of AB 1482, with a 5% cap on rent increases, expiring December 31, 2030.

Additionally, that staff returns to council with a proposal for a public education program and enforcement mechanism for local rent control. And, accept the staff recommendations from the September 14, 2021 staff report on short term and long term recommendations on tenant rights education, local tenant protection act, density bonus permit, building new affordable housing, continuing to enforce the inclusionary ordinance, and the employee pipeline.

City Manager Nguyen stated that a draft of the ordinance will be brought to Council for their consideration in January 2022.

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

4. Public Works Department

SUBJECT: Formation and Levy of a Special Tax of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Dissolution of the City of Oxnard Community Facilities District No. 6 (Northshore at Mandalay Bay). (0/5/5)

RECOMMENDATION: That the City Council:

1. Conduct a Second Reading and Adopt **Ordinance No. 3004** authorizing the levy of a special tax within the Community Facilities District 9 (Northshore at Mandalay Bay); and

2. Introduce **Ordinance No. 3005** (by title only, further reading waived) Ceasing Levy of Special Tax, Extinguishing Lien and Dissolving Community Facilities District No. 6 (Northshore at Mandalay Bay).

Steve Howlett, Assistant Public Works Director, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was not available to vote on this item due to technical issues.

5. Public Works Department

SUBJECT: Award Agreements for Automated Meter Infrastructure Installation Project PW 17-32. (0/10/30)

RECOMMENDATION: That the City Council approve and authorize the following for a total of $30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc., for $22,062,283.12 for Installation of Water Meters;

2. A Project contingency amount of $2,206,228;

3. A Project allocation of $2,206,228 for engineering, inspection, survey and project management; and

4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc., for $4,006,889 for Construction Management Services.

(Public Works and Transportation Committee approved 3-0).

Tim Bochum, City Traffic Engineer, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; motion passed 7-0.

6. Public Works Department

SUBJECT: Update of Bicycle and Pedestrian Projects. (0/5/5)
RECOMMENDATION: That the City Council receive and file a report from the Oxnard Police Department on the increase of reward funds for unsolved homicide cases.
(The Public Safety Committee approved 3-0.)

Tim Bochum, City Traffic Engineer, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

7. City Manager Department
SUBJECT: Consideration of Draft Supervisorial District Maps. (0/20/20)
RECOMMENDATION: That the City Council consider draft supervisorial maps presented to the Board of Supervisors and determine:
1. What map, if any, the City Council wishes to recommend that the Board of Supervisors adopt on or before December 15, 2021; OR
2. The specific recommendation(s) the City Council wishes to provide on needed changes to one or more specific supervisorial maps that are being considered by the Board of Supervisors; OR
3. That the City Council will take no further official action regarding the supervisorial map recommended to be adopted by the Board of Supervisors; OR
4. Another alternative action(s) that the City Council wishes to take regarding the supervisorial map redistricting process.

Jason Zaragoza, Deputy City Attorney, presented and answered questions. Public comments were received from Debbie Mitchell and Barbara Macri-Ortiz. Discussion ensued among the Council and staff.

A motion was made to **approve recommended action No. 3,** that the City Council takes no further official action regarding the supervisorial map.

It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Madrigal, Lopez, MacDonald, Basua, and Perello voted in favor; Teran and Zaragoza voted against, motion passed 5-2.

8. City Attorney Department
SUBJECT: Funding Obligations for Community Facilities District No. 5 (RiverPark) (0/10/10)
RECOMMENDATION: That the City Council (acting as the legislative body of Community Facilities District No. 5 (RiverPark)) adopt **Resolution #15,504** entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING IN ITS ROLE AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD SPECIFYING THE PROCESS THAT MUST BE FOLLOWED BEFORE COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY

OF OXNARD MAY REIMPOSE THE FUNDING OBLIGATION FOR FIRE PROTECTION SERVICES AT A FUTURE DATE.

Alexander Nguyen, City Manager, presented and answered questions. Public comments were received from Tai M. Hartley, Douglas Partello, and Alicia Percell. Discussion ensued among the Council and staff.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 1:32 a.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 16, 2021

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, 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. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Terrel Harrison, Cultural & Community Services Director; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Eric Sonstegard, Assistant Chief of Police; Alex Arnett, Police Commander; Delia Campbell, Police Finance Manager; John Colamarino, Assistant Fire Chief; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Chris Peyton, Water Operations Manager; Omar Castro, Water Division Manager; Todd Vasquez-Housley, Environmental Resources Division Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Steve Naveau, Human Resources Director; Betsy George, Chief Financial Officer; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; and Phillip Molina, City Treasurer; participated via videoconference.

Lance Sterling, CEO for Sterling Venue Ventures LLC also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Jose Alvarez; et al. v. City of Oxnard
   United States District Court, Central District, Case No. 2:19-cv-08044-PSG-JC
   Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Aaron Starr v. Rose Chaparro
   Court of Appeal of the State of California, Second Appellate District, Case No. 2d Civ. No. B307585
   Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
   Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding a claim for utility payment refund or credit filed by Dandy Cooling Co.

Legislative Body: City Council

At 4:33 p.m., the City Council recessed to a closed session. At 5:45 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:47 PM)

1. Cultural & Community Services Department

SUBJECT: Oxnard Performing Arts and Convention Center Annual Report.

RECOMMENDATION: That the Oxnard City Council receive the annual report from Sterling Venue Ventures on the Oxnard Performing Arts Center management agreement.
(This item did not originate in Committee.)

Terrel Harrison, Cultural & Community Services Director introduced Lance Sterling, CEO for Sterling Venue Ventures LLC, who presented and answered questions. Public comments were received from Manuel Herrera and Larita Montgomery. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

E. OPENING CEREMONIES (6:05 PM)

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of the Annual Community Relations Commission Community Recognition Awards.

Mayor Zaragoza read the proclamation and presented it to Adam Lopez, Community Relations Committee Chair, who made some remarks. Mayor Zaragoza read the list of awardees. Public comments were received from Drew Rodriguez and Chris Hernandez.

2. SUBJECT: Presentation of a Proclamation Designating December 1, 2021 as "World AIDS Day."

Mayor Zaragoza read the proclamation.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lucy Cartagena (Homeless concerns, Housing Department meeting scheduled to discuss fall weather shelter and safety program), Chris Hernandez (Bicycle and Road Safety event), and Walter J. Snyder (Housing Department Inspection Complaint/Voucher concerns), and Ray Blattel (Police Department to enforce children bicycle safety and enforce wearing a helmet).

H. REPORT OF CITY MANAGER

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

Alexander Nguyen, City Manager, presented and answered questions from Council. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, and Lopez voted in favor; the motion carried 6-0.

I. CITY COUNCIL REPORTS

Councilmember Madrigal expressed his condolences to Mayor Zaragoza and his family. He thanked everyone that attended and participated in the La Colonia Community clean-up event. He also thanked staff for organizing this event. Expressed concerns about the County map distribution. Shared the transportation issues experienced by a Cal Lutheran student due to the bus service going to Thousand Oaks is being cancelled. Attended the food truck event in Downtown.

Councilmember Lopez also expressed her condolences to Mayor Zaragoza and his family. Acknowledged the landscape and maintenance work being done throughout the City, and thanked staff and vendors. Attended the Alzheimer's Association West Ventura County Reception which rose over $120,000 in funds for research and education. Also, attended the Ventura County Farm Day event. Announced that Ormond Beach Restoration Partners are holding a virtual public outreach meeting to share the preliminary design plan. Wished everyone a happy Thanksgiving.

Councilmember Perello also expressed his condolences to Mayor Zaragoza and his family. Attended the Oxnard Airport Ribbon Cutting Ceremony for the Runway Repavement at the Oxnard Airport. Attended the Oxnard Shores Community meeting. He also acknowledged the landscape and maintenance work being done throughout the City, and thanked the community for passing Measure E. He attended the Veteran's Day event with Mayor Zaragoza and Mayor Pro Tem MacDonald. Asked that a future agenda item be added to provide an update on the gopher control item.

Councilmember Basua also expressed his condolences to Mayor Zaragoza and his family for their loss. She selected Lupita's Restaurant as her local business to support. She wished everyone a happy Thanksgiving as well.

Mayor Zaragoza selected Radio Lazer Broadcasting as his local business to support. Thanked everyone that attended and participated in the Veteran's Day events. He also acknowledged the landscape and maintenance work being done throughout the City. He also thanked everyone that organized the La Colonia neighborhood beautification project. Paul Lemos was nominated as the President of the Youth Baseball League.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-13 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Sofia Bellos-Kimsey, City Librarian (L.6) and Gabriel Teran (L.12).

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the September 21, 2021, and October 5, 2021 regular meetings; and the September 30, 2021 special meeting as presented.

2. Police Department
SUBJECT: Ventura County SAFE Incident Responder Grant Program.
RECOMMENDATION: That the City Council adopt **R**esolution **#15,505**:
1. Authorizing the City Manager to execute and apply for $176,200 in grant funds from the Service Authority for Freeway Emergencies (SAFE) Grant Program, to be used for the purchase of an emergency response vehicle, handheld FARO scanner, traffic control devices, and a UAV with mapping software.
2. Authorizing the City Manager or his designee to execute grant agreements and appropriate funds upon confirmation of the grant award.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of SAFE grant funds.
4. Authorizing the Chief of Police or designee to submit all program-related progress or status reports. (This item did not originate in Committee.)

3. Public Works Department
SUBJECT: Grant Application for Tree Mortality Event CDAA-2015-05.
RECOMMENDATION: That the City Council adopt **Resolution #15,506**:
1. Authorizing the City Manager to submit an application for $75,000 in federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used for the Tree Mortality Event CDAA-2015-05 response;
2. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of grant funds;
3. And approve a budget appropriation recognizing $82,500 in grant revenue and appropriation of grant funds.

4. Fire Department
SUBJECT: Authorization to Submit a Grant to Ventura County Service Authority for Freeway Emergencies (SAFE) for $440,627 for the Purchase of Battery-Operated Extrication Equipment for Ventura County Fire Protection District, and the Cities of Oxnard, Ventura and Fillmore Fire Departments. (No matching funds required).
RECOMMENDATION: That City Council adopts **Resolution #15,507**:

1. That ratifies the submission of an application to the Ventura County Transportation Commission for $440,627 for the purchase of battery-operated extrication equipment for Ventura County Fire Protection District, and the Cities of Oxnard, Ventura, and Fillmore Fire Departments;
2. That authorizes the City Manager or designee to execute the agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant

claims, approve budget appropriations during FY2021-2023 for the use of grant funds and perform all other required financial actions; and

4. That authorizes the Fire Chief or designee to submit non-financial reports.

5. Public Works Department

SUBJECT: Budget Appropriation for the PAL Gymnasium South Wing Roof Replacement Project PW 20-11.

RECOMMENDATION: That the City Council approve and authorize:
1. The City Manager to execute a budget appropriation transfer in the amount of $180,385 from the Saviers Road Street Resurfacing Project (203007) to the PAL Gym Roof Replacement Project (205501) in the 2006 TAB HERO Fund (315); and
2. An increase of $50,000 in Project contingency from $20,649 to $70,649 for use in this Project and to extend the completion date to February 28, 2022.

6. Cultural & Community Services Department

SUBJECT: **Resolution #15,508** Commending Lisa Marie Ayala for over 37 Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Lisa Marie Ayala for over 37 years of exemplary service to the City of Oxnard.

7. Police Department

SUBJECT: Edward Byrne Memorial Justice Assistance Grant FY2018 Local JAG.

RECOMMENDATION: That City Council adopt **Resolution #15,509**:
1. Authorizing the City Manager to execute a submitted application for the U.S. Department of Justice (DOJ) grants funds in the revised amount of $117,551 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY2018 Local Solicitation;
2. Authorizing the City Manager to execute a revised Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura and Simi Valley designating the City of Oxnard as the lead agency and fiscal agent for the 2018 JAG.; and
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award.

8. Public Works Department

SUBJECT: Adopt **Ordinance No. 3005** for the Dissolution of the City of Oxnard Community Facilities District No. 6 (Northshore at Mandalay Bay).

RECOMMENDATION: That the City Council adopt **Ordinance No. 3005** Ceasing Levy of Special Tax, Extinguishing Lien and Dissolving Community Facilities District No. 6 (Northshore at Mandalay Bay).
(This item was introduced at the October 19, 2021 City Council meeting, therefore this item did not originate in Committee.)

9. Housing Department

SUBJECT: City Participation in the Emergency Rental Assistance Program.

RECOMMENDATION: That the City Council:
1. Adopt **Resolution #15,510** Authorizing the City's Participation in the State Rental Assistance Program - 2 ("SRA - 2") and Directing the City Manager to Take Actions to Effectuate the City's Participation;
2. Authorize and Direct the City Manager or his Designee to enter into an Agreement with the State of California Housing and Community Development Department ("HCD") governing the administration of the City's direct allocation of federal Emergency Rental Assistance Program ("ERAP-2") on behalf of the City; and

3. Authorize and Direct the City Manager or his Designee to accept an allocation of $93,155.92 from the HCD for the purpose of defraying the costs of administration of the ERAP-1 program, and approve and authorize a budget appropriation in that amount (to Fund 261-5139, project 775235).

10. Public Works Department

SUBJECT: Agreement A-8368 with Toter, LLC for the Purchase of Residential Containers and Parts for the Environmental Resources Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8368 with Toter, LLC in the amount not to exceed $750,000 for a three-year term ending December 31, 2024 for the purchase of residential containers and parts.
(Public Works and Transportation Committee approved 3-0)

11. Public Works Department

SUBJECT: Agreement A-8380 with Chrisp Company for On-Call Street Striping and Marking Services PW 22-17.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8380 with Chrisp Company in the amount not to exceed $435,000 for a three-year term for On-Call Street Striping and Marking Services PW 22-17.
(Public Works and Transportation Committee approved 3-0.)

12. Public Works Department

SUBJECT: Purchase Order with PB Loader Corporation for Two New Asphalt Patch Truck Purchases for Streets Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with PB Loader Corporation in the amount not to exceed $496,346 for the purchase of two (2) new Asphalt Patch Trucks for the Street Maintenance Division.
(Public Works and Transportation Committee approved 3-0.)

13. Public Works Department

SUBJECT: Purchase Order with Quinn Company for Heavy Equipment for the Water Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company in the amount not to exceed $407,128.75 for heavy equipment for the Water Division.
(Public Works and Transportation Committee approved 3-0.)

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the Information/Consent items as presented. VOTE: Lopez, Basua, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; motion passed 6-0.

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2020-21. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments regarding the Consolidated Annual Performance and Evaluation Report for Fiscal Year 2020-21 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and

2. Review and file the City of Oxnard's Consolidated Annual Performance and Evaluation Report

for FY 2020-21.

The City Clerk announced the affidavit of publication and stated that no written communications were received. Emilio Ramirez, Housing Director gave a report and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

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

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Perello, MacDonald, Madrigal, Basua, Zaragoza, and Lopez voted in favor; the motion carried 6-0.

N. REPORTS

1. City Manager Department

SUBJECT: **Resolution #15,511** of the City Council of the City of Oxnard authorizing the City Manager to refund employee givebacks to former employees.

RECOMMENDATION: That the Oxnard City Council adopt **Resolution #15,511** authorizing the City Manager to refund benefit givebacks made by former City employees.

Alexander Nguyen, City Manager, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: MacDonald, Zaragoza, Perello, Madrigal, Basua, and Lopez voted in favor; motion passed 6-0.

2. City Treasurer

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending September 30, 2021.

RECOMMENDATION: That the City Council receive and file the quarterly report for the period ending September 30, 2021. (This item did not originate in Committee.)

Phillip Molina, Treasurer presented the report. No public comments were received. Report was received and filed, no formal action was required.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:27 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2

DATE: December 21, 2021

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Resolution Commending Diana Burns for 38 Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Diana Burns for 38 Years of Service to the City of Oxnard. (This item did not originate in Committee.)

BACKGROUND

On December 22, 2021, Diane Burns will retire after thirty-eight years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department.

Diane Burns began her career with the City of Oxnard as a Police Records Technician I and thereafter she was promoted, accepting positions of increasing responsibility, scope and challenge, and will retire as a Police Records Technician II.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Resolution- Diane Burns

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING DIANE BURNS FOR 38 YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Diane Burns has given 38 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Diane Burns began her career with the City of Oxnard as a Police Records Technician I on April 25, 1983 and thereafter she was promoted accepting positions of increasing responsibility, scope and challenge resulting in her achieving her final position of Police Records Technician II; and

WHEREAS, Diane Burns exemplified administrative proficiency through her depth of knowledge of police records laws and policies, interpersonal skills, public service dedication, and her commitment to provide exceptional external and internal customer service; and

WHEREAS, throughout her career Diane Burns earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her coworkers, peers and the community members she's worked with; and

WHEREAS, Diane Burns, has throughout her career, held the best interest of the City, which at times meant sacrificing time with her family for work; and

WHEREAS, Diane Burns will be missed in City government and in the community she has served for the last 38 years.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Diane Burns for over 38 years of exemplary service to the City of Oxnard and extends best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 21st day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
John C. Zaragoza
Mayor

ATTEST:

_____
Rose Chaparro
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer
City Attorney

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3

DATE: December 21, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Adoption of Ordinance No. 3006 - Planning & Zoning (PZ) Permit No. 21-580-05 Bed and Breakfast Parking Regulations (Zone Text Amendment).

RECOMMENDATION

That the City Council adopt Ordinance No. 3006 amending the Oxnard City Code Section 16-374 "Standards for Traditional Bed and Breakfast (Homestay)" allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit. (On July 27, 2021, the Community Services, Public Safety and Housing and Development Committee received a summary report and referred the item to the Planning Commission. On October 21, 2021, the Planning Commission conducted a public hearing.)

BACKGROUND

Ordinance No. 3006 was introduced to the City Council at its December 7, 2021 meeting. Following a public hearing, the Council introduced the ordinance with a vote of 6-0 for first reading by title only, waiving further reading. If adopted by Council on December 21, 2021, the ordinances will take effect in thirty days, on January 20, 2022.

On October 21, 2021, the Planning Commission conducted a public hearing to review the proposed ZTA. Staff mailed notice of this public hearing to all property owners of the Wilson Neighborhood. The Planning Commission unanimously voted to adopt Resolution No. 2021-33, recommending that the City Council adopt the proposed ZTA as presented to allow homestays located on corner lots to be credited nonprimary street frontage towards the parking requirement consistent with what is currently allowed for B&B Inns.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

No financial impacts to the City are associated with the proposed Zone Text Amendment.

COMMITTEE OUTCOME

On July 27, 2021, the Community Services, Public Safety and Housing and Development Committee (Committee) received a summary report and provided input on the required off-street parking for B&B uses. The Committee determined staff should pursue a Zone Text Amendment (ZTA) allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms, located on corner lots) may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit. The Committee did not review any specific ZTA language.

The specific ZTA language was heard by the Planning Commission during a public hearing; therefore, the specific ZTA language did not originate in Committee.

Prepared by: Isidro Figueroa, Principal Planner

ATTACHMENTS

1. Attachment 1 - City Council Ordinance No. 3006 - PZ 21-580-05 Bed and Breakfast Parking Regulations (Zone Text Amendment)

ORDINANCE NO. 3006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE CHAPTER 16, ARTICLE V, SECTION 16-374 "STANDARDS FOR TRADITIONAL BED AND BREAKFAST (HOMESTAY)" ALLOWING BED AND BREAKFAST HOMESTAYS (CONTAINING NO MORE THAN TWO GUEST BEDROOMS) LOCATED ON CORNER LOTS TO CREDIT THE NONPRIMARY STREET FRONTAGE TOWARD THE PARKING REQUIREMENT WITH 25 LINEAR FEET EQUAL TO ONE PARKING SPACE, SUBJECT TO APPROVAL OF A DEVELOPMENT DESIGN REVIEW PERMIT. THE PROPOSED REGULATIONS WOULD APPLY CITYWIDE (INLAND ZONE). FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, the Planning Commission of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 21-580-05, filed by the City of Oxnard Community Development Department, to amend Oxnard City Code, Article V, Section 16-374 "Standards for Traditional Bed and Breakfast (Homestay)" allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker; and

WHEREAS, On April 13, 2021, Community Services, Public Safety, Housing & Development Committee requested staff prepare a presentation regarding the required off-street parking for bed and breakfast uses (B&B's). The purpose of the report was to determine if the required off-street parking was adequate or if amendments were required since B&B uses are not common and their location is limited within the City; and

WHEREAS, On July 15, 2021, Community Services, Public Safety, Housing & Development Committee unanimously determined staff should pursue a ZTA to amend Oxnard City Code, Article V, Section 16-374 "Standards for Traditional Bed and Breakfast (Homestay)" allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit; and

WHEREAS, on September 20, 2021, a public Community Workshop meeting was held for the community and the general public to receive community input on the proposed ZTA; and

WHEREAS, on October 21, 2021, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 21-580-05 (Zone Text Amendment) (the **"Project"**) in accordance with the Oxnard City Code and recommended approval to the City Council; and

WHEREAS, the Planning Commission received written and verbal comments from the public for the October 21, 2021 public hearing; and

WHEREAS, the Planning Commission recommended that the City Council find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines 15060(c)(2) and (3) and 15061(b)(3); and

WHEREAS, the Planning Commission adopted Resolution 2021-33 recommending that the City Council approve Planning & Zoning Permit No. 21-580-05 (Zone Text Amendment) allowing Bed and Breakfast Homestays (containing no more than two guest bedrooms) located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of the decision maker associated with the underlying permit; and

WHEREAS, on December 7, 2021, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 21-580-05 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

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

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the adoption of ZTA would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by modifying regulations related to flexible Bed & Breakfast parking regulations to facilitate the development of Bed & Breakfast establishments and promote historical tourism within the City of Oxnard; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA)

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

WHEREAS, it is in the public interest, consistent with the 2030 General Plan and will further protect the public health, safety, and general welfare to establish special zoning regulations governing Bed & Breakfast parking requirements.

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

Section 1. Amend Oxnard City Code Chapter 16, Article V, Section 16-374 "STANDARDS FOR TRADITIONAL BED AND BREAKFAST (HOMESTAY)". Existing City Code Section 16-374 shall be amended as shown below **(Only underlined portions are to be added)**:

SEC. 16-374. STANDARDS FOR TRADITIONAL BED AND BREAKFAST (HOMESTAY).

The standards for traditional bed and breakfast are:

(A) The maximum number of guest bedrooms for rent shall not exceed two.
(B) The owner of the homestay shall live on the premises and operate the homestay.
(C) No cooking facilities shall be provided in individual guest bedrooms.
(D) No exterior advertising signs shall be permitted.
(E) Parking requirements -
  (1) Parking shall be provided at the rate of one off-street parking space per guest room plus parking for the owner as required at the time of original construction of the structure. Parking surfaces may include, but are not limited to: brick, pavers, cobblestones, stamped colored concrete, and grass-cell pavement. Excessive amounts of paving to meet parking requirements shall not be allowed.
  (2) Homestays located on corner lots may credit the nonprimary street frontage toward the parking requirement, with 25 linear feet equal to one parking space, subject to approval of a development design review permit.

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

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

Section 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3006 was first read on December 7, 2021, and finally adopted on December 21, 2021, to become effective thirty (30) days thereafter.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 21st day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

_____
John Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: December 21, 2021

TO: City Council

FROM: Eden Alomeri, Billing and Licensing Director, (805) 385-7811, eden.alomeri@oxnard.org

SUBJECT: Ratification of the First Amendment to Agreement with Paymentus, Inc. for Credit Card Services.

RECOMMENDATION

That the City Council ratify the first amendment to Agreement 9046-20-CT with Paymentus, Inc. to add the function of credit card merchant processor in the scope of services to be performed by Paymentus, Inc.
(The Finance and Governance Committee approved 2-0 on November 23, 2021.)

BACKGROUND

On December 30, 2020, the City entered into an agreement with Paymentus, Inc. ("Paymentus") to serve as the gateway to allow the collection of credit card payments from customers over-the-counter and online. The gateway accepts and forwards the transaction to the credit card processor which, in turn, checks for ample funding with the issuer bank. The agreement with Paymentus amounts to $57,098 annually.

On January 19, 2021, the City entered into the following agreements with Elavon to serve as the credit card processor for credit card payments:

Agreement No. A-8268 for over-the-counter non-utility payments
Agreement No. A-8269 for over-the-counter utility payments
Agreement No. A-8270 for online utility payments

Under these agreements, Elavon will collect the credit card interchange fees from the city and charge a fee of 0.05% per transaction. The total amount of the three agreements for a term of three years is $954,000.

On June 10, 2021, the City completed the conversion to Central Square HTE's cloud-based system. This allowed Oxnard staff to commence the work on the integration with Paymentus as the gateway and Elavon as the processor. This work must be completed by December 31, 2021, as the current processor, Transaction Manager (a product of Central Square), will be discontinued on this date.

On July 5, 2021, Paymentus informed Oxnard staff that the current Elavon viaConex software (a part of the Elavon processing solution at the time the agreement was signed) was no longer recommended by Elavon and that the City would need to upgrade to the Elavon Converge software. Integration efforts were forced to be on hold while the software issue was resolved.

On August 5, 2021, Elavon confirmed that the viaConnex software was being discontinued and that the new Converge software would need to be purchased. The Elavon Converge software would have an extra cost of $29 per month plus a $199 one-time set-up fee for each agreement.

DISCUSSION

Upon learning that Elavon would not be able to fulfill the terms of the agreement, City staff researched other viable options. Paymentus offered to perform the services of both the gateway and the processor at no additional cost. The staff ascertained that the Paymentus system is compatible with both Central Square and Tyler Technologies and, therefore, recommended accepting Paymentus' offer to serve as both the gateway and processor.

Due to the total contract value, an amendment to the Paymentus agreement to include the service as the payment processor would require City Council approval. Oxnard City Code Section 4-75 authorizes the City Manager and the most senior available member of the City Council to approve jointly a contract if there exists, in the view of the Purchasing Manager, an immediate need to do so. In order for the integration process to be completed before the December 31, 2021, deadline and to ensure continuity of collection of payments from customers, staff requested Mayor John C. Zaragoza and City Manager Alexander Nguyen to jointly approve the first amendment to the agreement with Paymentus, which they did on November 2, 2021. Now, City Code Section 4-75 requires staff to bring the amendment to Council for ratification. Staff will take action to terminate the agreement with Elavon after the ratification of the Paymentus amendment by the City Council and successful integration with Paymentus.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The total cost of the three-year agreement with Elavon amounting to $954,000 will be replaced by the amended agreement with Paymentus. With the approval of the $954,000 amendment, the total Paymentus contract amount is $1,125,300, which is $375,100 per year. The Fiscal Year 2021-22 estimated cost of this agreement is $187,550; there is sufficient funding available in the General Fund ($39,515.25 - 101-1201-801.84-03) and the Utility Billing Fund ($148,034.75 - 725-1211-856.84-03). Funding for the remaining contract amount in future years will be included in the recommended budgets of each fiscal year. The merging of the gateway and processor services under one agreement will eliminate the need to pay the monthly fees and set-up fees, resulting in potential savings for the City.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on November 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eden Alomeri, Billing and Licensing Director

ATTACHMENTS

1. 2020 Paymentus Agreement 9046-20-CT signed
2. 2021 12 First Amendment to Paymentus Agreement signed

Paymentus

MASTER SERVICES AGREEMENT

Client:	City of Oxnard, California
Client Address:	214 South C Street
Contact for Notices to Client:	Eden Alomeri, Director of Revenue and Licensing
Estimated Yearly Bills / Invoices:	125,000 bills

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

(i) this signature page
(ii) the General Terms and Conditions; and
(iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule.

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative.

CITY OF OXNARD

DocuSigned by:
Daniel Willhite 12/30/2020 | 1:54 PM PST

Dan Willhite, Purchasing Manager — Date

PAYMENTUS CORPORATION

Jerry Portocalis, Senior Vice President — December 29, 2020 Date

APPROVED AS TO FORM:

12/30/2020

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

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS
TO MASTER SERVICES AGREEMENT BETWEEN CITY OF OXNARD, CALIFORNIA AND PAYMENTUS CORPORATION

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "Agreement "or "Master Agreement" means the Master Services Agreement between the parties, as amended from time to time.

1.2 "Average Bill Amount" means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 "Effective Date" means the date the last party to execute the Agreement does so, or if the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, the date Client agrees to the Agreement.

1.4 "Excess Payment Amount" means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 "Fee Assumptions" means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.6 "Initial Setup" means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 "IPN" or "Instant Payment Network™" means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 "Launch Date" means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.9 "Non-Qualified Transaction" means (i) a Payment made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.10 "Payment" means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.11 "Payment Amount" means the amount of a Payment.

1.12 "Paymentus Authorized Processor" means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 "Paymentus Fee" is defined in Section 3.2.

1.14 "Platform" is defined in Section 2.1.

1.15 "Reversed or Chargeback Transactions" means cancelled transactions due to (i) User error, (ii) a User's challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 "Services" means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 "User" means a user of Client's services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™,

(collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 **Professionalism**

Paymentus will perform in a professional manner all Services required to be performed under the Agreement.

2.3 **New or Enhanced Services**

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 9.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 **Compensation**

3.1 **No Fee Installation**

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 **Paymentus Fee**

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 **Payment Processing**

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all

specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 **Enhancements**

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 **PCI Compliance**

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 **Explicit User Confirmation**

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 **Merchant Account**

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 **Payment Authorization**.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 **Settlement**

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank

account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees

(collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend and indemnify Paymentus and its directors, officers, or employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party's consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing agreements, instructions or information to Users as instructed by Client. Paymentus' total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus ("Net Fees") in the six (6) months before the events given rise to the claim or claims arising from the same circumstances; and (iii) in no event more than the lesser of $1,000,000.00 or the Net

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 3 (three) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive two (2) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 business days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities.

8.1 The parties agree that this Master Services Agreement may be extended, with the authorization of Client, to other public entities or public agencies or institutions of the United States ("Other Public Customers") to permit their use of the Master Services Agreement at the same prices and/or discounts and terms and conditions of this Master Services Agreement. If any other public entity decides to use the Master Services Agreement, Paymentus must deal directly with that public entity concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Client acts only as the "Contracting Agent" for these public entities. It is Paymentus' responsibility to

notify the public entities of the availability of this Master Services Agreement. Other public entities desiring to use this Master Agreement must make their own legal determination as to whether the use of this Master Services Agreement is consistent with their laws, regulations, and other policies. Each public entity has the option of executing a separate contract with Paymentus. Public entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Master Services Agreement's General Terms and Conditions. If, when preparing such a contract, the general terms and conditions of the public entity are unacceptable to Paymentus, Paymentus may withdrawal its extension of the award to that public entity. Client shall not be held liable for any costs or damages incurred by an Other Public Customer as a result of any award extended to that Other Public Customer by Paymentus.

9 Miscellaneous

9.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 Notices

All notices of any type hereunder will be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 Governing Law

The Agreement will be governed by the laws of the state of California, without giving effect to any principles of conflicts of law.

9.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 **Attorney's Fees.** Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 Confidentiality

To the extent permitted by Law, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

9.8 Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 Force Majeure

Both Parties will be excused from performing the Services to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including

telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 **Entire Agreement**

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

9.11 **Counterparts**

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

9.12 **Insurance**

Paymentus shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document attached as , Schedule B which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Paymentus obtain and maintain such insurance coverages. Maintenance of insurance coverages by Paymentus is a material element of this Agreement. Paymentus'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.

Paymentus

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN OXNARD AND PAYMENTUS

The Services will initially consist of the channels indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – C2G Gateway	Check if User Paid Fee
☐	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	$0.45 per transaction for gateway services with Click2Gov	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	$0.45 per transaction for gateway services with Click2Gov	☐

Note: Assumes payment processing through Elavon. Chargebacks and returned checks will be billed at $9.95 per item.

Schedule B

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 <u>and</u> CG 2037).**

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the 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.

12/20

Client#: 1057753 PAYMEHOL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/24/2020

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

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

PRODUCER
USI Insurance Services, LLC
2502 N Rocky Point Drive
Suite 400
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Travelers Property Cas. Co. of America	25674
INSURER D : Travelers Indemnity Company of CT	25682
INSURER E : Federal Insurance Company	20281
INSURER F : National Union Fire Ins. Pittsburgh, PA	19445

INSURED
Paymentus Corporation
13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS2161834845	08/09/2020	08/09/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAS2161834845	08/09/2020	08/09/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			USO2161834845	08/09/2020	08/09/2021	EACH OCCURRENCE	$24,000,000
B	X EXCESS LIAB CLAIMS-MADE			ECO2160184673	08/09/2020	08/09/2021	AGGREGATE	$24,000,000
C	DED X RETENTION $10000			ZUP41N3024220NF	08/09/2020	08/09/2021		$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7J41039320	08/09/2020	08/09/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Crime			82368980	08/09/2020	08/09/2021	$10,000,000	
F	Prof & Cyber			Various	08/09/2020	08/09/2021	$130,000,000	
G	Excess Crime			SAAE6066710000	08/09/2020	08/09/2021	$20,000,000	

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

*Professional & Excess Professional & Cyber Liability:
Policy #016082462 - Carrier: National Union Fire Insurance - Primary Limit: $10,000,000
Policy #652024674 - Carrier: Continental Casualty Limit: $10MM xs $10MM
Policy #MTE004184207 - Carrier: Greenwich Insurance Co. - Limit: $10MM xs $20MM
Policy #EMU1265106 - Carrier: Hudson Specialty Insurance Co. Limit: $10MM xs $30MM
(See Attached Descriptions)

CERTIFICATE HOLDER

Oxnard CA
305 West 3rd Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bim Carl

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DESCRIPTIONS (Continued from Page 1)

Policy #P00100003847003 - Carrier: Axis Insurance Co. - Limit: $10MM xs $40MM
Policy #03124681 - Carrier: Allied World Specialty Insurance Co - Limit: $10MM xs $50MM
Policy #PRX30001908400- Carrier: Endurance Risk Solutions/Sompo - Limit: $10MM xs $60MM
Policy #XMF2009205 - Carrier: Freedom Specialty Insurance Co. -Limit: $10MM xs $70MM
Policy #B1636N201890 - Carrier: Lloyds of London - Limit: $5MM xs $80MM
Policy #B1636N201982 - Carrier: Lloyds of London. - Limit: $10MM xs $85MM
Policy #ZUP61N31086 - Carrier: Travelers Property Casualty Company of America - Limit: $5MM xs $95MM
Policy #B1636N201983 - Carrier: Lloyds of London Limit $10MM xs $100MM
Policy #B1636N201984 - Carrier: Lloyds of London Limit $10MM xs $110MM
Policy #B1636N201985 - Carrier: Lloyds of London Limit $10MM xs $120MM

Primary Crime Coverage:
Carrier: Federal Insurance Company
Policy #8236-8980
Effective: 8/09/2020 - 8/09/2021
Employee Theft - $10,000,000 Limit / $250,000 Retention
Premises - $10,000,000 Limit / $250,000 Retention
In Transit - $10,000,000 Limit / $250,000 Retention
Forgery - $10,000,000 Limit / $250,000 Retention
Computer Fraud - $10,000,000 Limit / $250,000 Retention
Funds Transfer Fraud - $10,000,000 Limit / $250,000 Retention
Money Orders & Counterfeit Currency Fraud - $10,000,000 Limit / $250,000 Retention
Client Card Fraud - $10,000,000 Limit / $250,000 Retention
Client - $10,000,000 Limit / $250,000 Retention
Expense - $250,000 Limit / NA
Social Engineering Fraud Coverage - $250,000 Limit / $250,000 Retention

Excess Crime Coverage:
Carrier: Great American Insurance Company
Policy #SAAE6066710000
Effective: 8/09/2020 - 8/09/2021
$20,000,000 excess of $10,000,000

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-7J410393-20-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING: COBB COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS	ACCOUNTANTS

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 Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 07-17-20 ST ASSIGN:

Paymentus | 13024 Ballantyne Corporate Place, Suite 400
Charlotte, NC 28277

Paymentus has authorized the individuals listed below as signatories with the powers to commit the organization to a binding agreement.

Jerry Portocalis, Senior Vice President

David Shapiro, Senior Vice President Client Operations

Mark Solan, Vice President Client Implementations

Dushyant Sharma
President and CEO

Affirmed to and subscribed before me this 29 day of August, 2019.

(Official Seal)

KATHRYN SWEDA-JOHNSON
NOTARY PUBLIC
Mecklenburg County, NC
My commission expires June 19, 2021

Notary Public

My commission expires June 19, 2021.

AMENDING AGREEMENT

Customer:	City of Oxnard CA
Customer Address:	300 W 3rd Street, Oxnard, CA 93030
Contact for Notices to Customer:	Eden Alomeri

This Amending Agreement is entered into as of the effective date below, by and between the Customer ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS:

A - The parties entered into a Master Services Agreement dated December 30, 2020.

B - The parties now wish to amend the Master Services Agreement by updating the Schedule A.to include additional services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except the Schedule A, as provided in this Amending Agreement, all provisions of the Agreement remain in full force and effect, un-amended.

[Signatures on the page to follow]

This Amending Agreement is being approved and executed by Licensee on an immediate need basis pursuant to Oxnard City Code Section 4-75 and will subsequently be presented to the Oxnard City Council for ratification. If the Oxnard City Council does not ratify this Amending Agreement, authority to perform work under this Amending Agreement will automatically terminate on the date that ratification is denied.

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

CITY OF OXNARD

John C. Zaragoza, Mayor — Date 11/02/2021

Alexander Nguyen, City Manager — Date 11/02/2021

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date 11/1/2021

VENDOR/CONTRACTOR/CONSULTANT

Name — Date 10/27/21

Senior Vice President
Title

Name — Date 10/27/21

Senior Vice President
Title

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN OXNARD AND PAYMENTUS

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – Utility Payments	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐

Note:

Average payment is $200.00. Maximum payment is $2,000.00.

Multiple transactions can be made.

Chargebacks and returned checks will be billed at $9.95 per item.

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN OXNARD AND PAYMENTUS

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – Government Payments	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	Full pass through of all interchange, assessment and fees from Visa, MasterCard, Discover, and American Express PLUS $0.45 per transaction $0.45 per eCheck/ACH transaction	☐

Note:

Average payment is $2,000.00. Maximum payment is $20,000.00.

Multiple transactions can be made.

Chargebacks and returned checks will be billed at $9.95 per item.

SCHEDULE B – ADDITIONAL PAYMENT SERVICES TO THE MASTER SERVICES AGREEMENT BETWEEN CLIENT AND PAYMENTUS

Paymentus Service Fee charged to the User will be based on one of the following table:

Encrypted Swipe Devices (optional)	
• SecureMag™ (Over-the-Counter)	Two (**2**) included at no cost; **$225.00** per device plus shipping & handling

Outbound Notifications (optional)
• Outbound Notifications include **4,000** (phone, email and/or text) messages per month; additional usage invoiced at **$0.20** per message.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5

DATE: December 21, 2021

TO: City Council

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

SUBJECT: Agreement A-8403 to GSE Construction Company, Inc. for the Total Organic Carbon Analyzer Project (Rebid), Specification No. PW 21-15R.

RECOMMENDATION

That the City Council approve and authorize the following for a total of $285,240 in Project funds for the Total Organic Carbon (TOC) Analyzer Project (Rebid), Specification No. PW 21-15R (Project No. 216505):
1. The Mayor to execute Agreement A-8403 with GSE Construction Company, Inc. in the amount of $237,700 for the Project;
2. A Project contingency amount of $23,770;
3. A Project allocation of $23,770 for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of $95,087 from the available fund balance in the Water Operating Fund (601) for the Project.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

BACKGROUND

As part of the California Department of Drinking Water (DDW) conditions for the Demonstration Aquifer Storage and Recovery (ASR) Well permitting and in accordance with Title 22 Section 60320.218, TOC analyzers are required to be installed at the City's Advanced Water Purification Facility (AWPF) for weekly sampling. The analyzers are also required to obtain Log Removal Value (LRV) Credits to ensure minimum retention time within the groundwater basin. A design consultant with substantial reuse experience was engaged to assist with analyzer evaluation, design, and documentation.

The notice inviting formal bids (NIFB) on the Project was first published on September 16, 2021, and all bids were due on October 14, 2021. The City did not receive any bids. The project was rebid as outlined in the Discussion Section below.

Capital Improvement Project (CIP) Reference:

Project No. **216505** – Total Organic Carbon Analyzer Project (Rebid) PW 21-15R - CIP 2021-2026 - Adopted May 18, 2021 – Page 141.

DISCUSSION

The specific work for this Project includes furnishing and installing two (2) on-line total organic carbon analyzers at the City's Advanced Water Purification Facility located at 5700 Perkins Road in Oxnard in accordance with the Contract Documents. Work is tentatively scheduled to begin on February 1, 2022 and have a duration of 90 working days. As part of the DDW permit requirements, the analyzers will provide regular water quality information that is used to determine

recharge water retention time. The analyzers are one of several measures the City is taking to minimize aquifer retention time.

The notice inviting formal bids (NIFB) on the Project was published on October 28, 2021, and all bids were due on November 19, 2021. The City received the following bids:

GSE Construction Company, Inc.:	$237,700
Downstream Services, Inc.:	$265,666

The lowest bidder is GSE Construction Company, Inc. (GSE) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from GSE and its subcontractor. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the Agreement for this Project to GSE.

Additional funds estimated in the amount of $47,540 are needed for the project which includes $23,770 for project contingency (10% of the contract cost) and $23,770 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to $285,240.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Total Organic Carbon Analyzer Project No. 216505 shall not exceed $285,240 which includes the construction agreement with GSE, contingency and project allocation. This Project is being funded from the Water Operating Fund (601) which has a project balance of $190,153. An additional budget appropriation of $95,087 from the Water Operating Fund (601) is needed to provide sufficient funds to award the contract.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8403 GSE Construction
2. Budget Appropriation

CONTRACT

CITY OF OXNARD CONTRACT FOR TOTAL ORGANIC CARBON ANALYZER PROJECT (REBID) SPECIFICATION NO. PW 21-15R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GSE CONSTRUCTION COMPANY, INC. ("Contractor"). Contractor's license number is 401498.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Total Organic Carbon Analyzer Project (REBID), Specification No. PW 21-15R ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred thirty-seven thousand, seven hundred dollars ($237,700) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

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

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

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

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

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

GSE CONSTRUCTION COMPANY, INC.

Steve Mazza, C.O.O.[2] Date

Iris Sosa, Secretary 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.

EXHIBIT INS-I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1 Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8403
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

5 The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, agents, 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, agents, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8403
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

SAMPLE

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		
☐ _____		
☐ _____		

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 City Council, 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 City Council, 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. A-8403
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

SAMPLE

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.A-8403
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 _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to GSE Construction Company, Inc., 7633 Southfront Road, Suite 160, Livermore, CA 94551 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Total Organic Carbon Analyzer Project (REBID), Specification No. PW 21-15R.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of two hundred thirty-seven thousand, seven hundred dollars ($237,700), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

"Principal"

GSE Construction Company, Inc.
7633 Southfront Road, Suite 160
Livermore, CA 94551

By: _____

Its: _____

By: _____

Its: _____

(Seal)

"Surety"

_____

_____

By: _____

Its: _____

By: _____

Its: _____

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to GSE Construction Company, Inc., 7633 Southfront Road, Suite 160, Livermore, CA 94551 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Total Organic Carbon Analyzer Project (REBID), Specification No. PW 21-15R.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of two hundred thirty-seven thousand, seven hundred dollars ($237,700), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"

GSE Construction Company, Inc.
7633 Southfront Road, Suite 160
Livermore, CA 94551

By: _____

Its: _____

By: _____

Its: _____

(Seal)

"Surety"

_____

_____

By: _____

Its: _____

By: _____

Its: _____

(Seal)

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

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR TOTAL ORGANIC CARBON ANALYZER PROJECT (REBID)
SPECIFICATION NO. PW 21-15R

Bidder's Name: GSE Construction Company Inc.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
1.	Mobilization/Demobilization (3% maximum of Total Bid Price)	01200-01	1	Lump Sum	$5,000
2.	RO Feed Analyzer and Instrumentation	01200-02	1	Lump Sum	$61,700
3.	RO Permeate Analyzer and Instrumentation	01200-03	1	Lump Sum	$61,700
4.	Mechanical Piping	01200-04	1	Lump Sum	$33,400
5.	General Electrical Work	01200-05	1	Lump Sum	$61,100
6.	Commissioning, Startup, and Training	01200-06	1	Lump Sum	$8,100
7.	3-year Maintenance and Service Agreement	01200-07	1	Lump Sum	$6,700
				TOTAL BASE AMOUNT:	$237,700

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: $ 237,700

TOTAL BID PRICE IN WORDS: TWO HUNDRED THIRTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	11/04/21	#03	
#02		#04	

Bidder's Name (Company): GSE Construction Company Inc.

Signature: [signature] Title: Chief Operating Officer
Print: Steve Mazza Date: 11/12/21

Signature: [signature] Title: Secretary
Print: Iris Sosa Date: 11/12/21

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering **Date:** December 21, 2021

Project/Program Manager: Tatiana Arnaout **Phone:** 805-200-5283

Reason for Appropriation:

Additional budget appropriation to fund the Total Organic Carbon (TOC) Analyzer Project (Rebid), Specification No. PW 21-15R (Project No. 216505)

Accounts and Descriptions		**AMOUNT**
Fund: 601 WATER OPERATING FUND		
Expenditures/Transfers Out		
Project No. 216505 Total Organic Carbon (TOC) Analyzer		
601-6551-821-82-08	SVCS - CONSTRUCTION	95,087
	Sub-total Expenditures	95,087
	Net Change to Fund Balance	**(95,087)**
	Net Appropriation Change	**95,087**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: December 21, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Formal Adoption of 2021 City of Oxnard Emergency Operations Plan (EOP) Update.

RECOMMENDATION

That the City Council adopt a resolution adopting the 2021 Emergency Operations Plan (EOP) Update and authorize the Mayor to sign the Letter of Promulgation.
(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021.)

BACKGROUND

This Emergency Operations Plan (EOP) addresses the City of Oxnard's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. This plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff, departments, and service elements utilizing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

An approved EOP is required by the State of California and is necessary to ensure that the City of Oxnard is eligible to receive State and Federal funding in response to emergencies and disasters.

DISCUSSION

The Plan is required to be updated anytime there are substantial changes to the plan, emergency procedures, local laws or terminology. The Oxnard EOP was last updated in 2017.

The primary changes to the plan incorporated in the 2021 update include:

- Simplifying the general format (page and section numbering)
- Removing redundant contents
- Clarifying and updating the Potential Hazards Section (including maps)
- Updates of terminology (evacuation definitions)
- Updates to EOC set-up and activation procedures (following EOC upgrades and improvements in 2021)
- Updates to EOC Staff Checklists (to follow current procedures)
- Update contact lists and contact information (phone numbers and emails)

The plan format and content meet California Office of Emergency Services guidelines and are consistent with the approved plans of other local cities and the County of Ventura.

The draft EmergencyOperations Plan is available online

at https://drive.google.com/drive/folders/1wFW_Hlu8RfEVvJLO6kv183m6QaOxNXQ-?usp=sharing

Hard copies of the draft plan are available for in-person review at the Oxnard Public Library, Main Branch, and the Oxnard Fire Department Administrative Offices.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

An adopted Emergency Operations Plan Update will allow the City to meet current State and Federal emergency management requirements and remain eligible for reimbursement of disaster related personnel costs following proclaimed disasters.

COMMITTEE OUTCOME

The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Scott Brewer, Emergency Preparedness Manager

ATTACHMENTS

1. EOP Resolution
2. 2021 EOP Update Letter of Promulgation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE EMERGENCY OPERATIONS PLAN UPDATE FOR THE CITY OF OXNARD AND LETTER OF PROMULGATION

WHEREAS, protecting life and property by way of emergency preparedness is one of the primary responsibilities and highest priorities of the City of Oxnard; and

WHEREAS, an all-hazard Emergency Operations Plan provides the framework for emergency response and emergency management during disasters and contains operational concepts designed to adapt to any potential large-scale emergency; and

WHEREAS, the City of Oxnard, adopted the current Emergency Operations Plan in 2017; and

WHEREAS, the City of Oxnard wishes to update the Plan upon review of the Fire Chief, Police Chief, and City Department Heads; and

WHEREAS, the Emergency Operations Plan was reviewed and updated to meet the guidelines and requirements established by The California Governor's Office of Emergency Services (CalOES) which ensures that the Plan is written in accordance with and has addressed critical elements of the State Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) and that it is acceptable in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement;" and

WHEREAS, The Emergency Operations Plan has been updated in accordance with Chapter 6 of the City of Oxnard 2030 General Plan which addresses Safety & Hazards.

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NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the 2021 Update to the Oxnard Emergency Operations Plan and authorize the Mayor to sign the *2021 EOP Update Letter of Promulgation*.

PASSED AND ADOPTED this 21st day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

Letter of Promulgation

Approval Date: _____

TO: OFFICIALS, EMPLOYEES, AND CITIZENS OF CITY OF OXNARD

The preservation of life and property is an inherent responsibility of local, state, and federal government. The City of Oxnard has prepared this Emergency Operations Plan (EOP) to ensure the most effective and economical allocation of resources for the maximum benefit and protection of the civilian population in time of emergency.

While no plan can prevent death and destruction, good plans carried out by knowledgeable and well-trained personnel can and will minimize losses. This plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

The objective of this plan is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding to any emergency.

This Emergency Operations Plan is an extension of the California Emergency Plan. It will be reviewed and exercised periodically and revised as necessary to meet changing conditions.

The City Council gives its full support to this plan and urges all officials, employees, and citizens, individually and collectively, to do their share in the total emergency effort of the City of Oxnard.

Concurrence of this promulgation letter constitutes the adoption of the Standardized Emergency Management System and the National Incident Management System (NIMS) by the City of Oxnard. This EOP will become effective on approval by the City Council.

John C. Zaragoza
Mayor, City of Oxnard

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: December 21, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Ratification to submit seven (7) grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $1,999,836 for the purpose of purchasing an Aerial Apparatus (Ladder Truck), Medical Squad, Tactical Emergency Medical Services (TEMS) Training, Wildland Gear, Extractors, Battery Operated Extrication Equipment, and Thermal Imaging Cameras. (Matching requirement of up to $180,819.)

RECOMMENDATION

That the City Council adopt a resolution:

1. That ratifies the submission of seven (7) grant applications to the Federal Emergency Management (FEMA) Assistance to Firefighters Grant (AFG) for $1,999,836, including a 10% local match for the purpose of purchasing an aerial apparatus, medic squad, extractors, battery-operated extrication equipment, thermal imaging cameras, wildland gear and Tactical Emergency Medical Services (TEMS) training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021.)

BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling $1,999,836. Fire Departments are eligible to apply for the FEMA Fiscal Year 2021 Assistance to Firefighters Grant (AFG) to obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The FY2021 AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Successful AFG submissions are awarded funding on an annual basis. The grant funds, if awarded, will purchase aerial apparatus, medic squad, extractors, battery-operated extrication equipment, thermal imaging cameras, and Tactical Emergency Medical Services (TEMS) training.

DISCUSSION

Seven (7) separate applications will be submitted. The first application is for an aerial apparatus, more commonly referred to as a fire truck. Oxnard Fire Truck 160 is a twenty-one (21) year old tractor-drawn aerial apparatus equipped with aging tools and equipment. The City currently has two (2) fire trucks that were purchased in 2012; when one of these trucks requires maintenance or repairs. Truck 160 is used as the replacement apparatus. Truck 160 is no longer a safe or reliable vehicle and requires replacement. The grant application is for $1,300,000 for the replacement apparatus and for tools and equipment that are required to place the tuck-in service. If awarded, the federal share is $1,181,818, with a matching requirement of $118,182.

The second application is for a medic squad which will allow for two (2) squads to service the City of Oxnard. Squads allow the fire department to respond to medical emergencies and provide advanced life support. The cost of a fully equipped squad is $200,000. If awarded, the federal share is $181,818 and the matching requirement is $18,182.

The third application is for seven (7) extractors for the cleaning of firefighter turnout gear. Extractors are designed to perform at a higher capacity than standard washing machines, removing contaminants that are known to cause cancer. Proper cleaning of firefighting gear is one of many cancer prevention efforts implemented by the Oxnard Fire Department. If funded, the aging extractors at Fire Stations 1-7 would be replaced with higher-functioning and more environmentally friendly machines. The average cost per machine with installation is $15,950. If awarded, the federal share is $101,500, with a matching requirement of $10,150.

The fourth application is for Tactical Emergency Medical Services training to prepare for future high-risk incidents, adequate and appropriate training for these SWAT medical support teams has become paramount to ensure a reduction in morbidity and mortality associated with critical incidents and training. This two-week course covers the core content of tactical medicine and exceeds Regulation 1084 as set forth by the State of California as well as the California POST/EMSA SWAT operational guidelines and standardized recommendations. The cost for sending six (6) fire personnel including travel, tuition and station coverage is $108,186. If awarded, the federal share is $98,351, with a matching requirement of $9,835.

The fifth is a Regional application that will be submitted by Fillmore City Fire Department which will include a request for the City of Oxnard to receive $117,000 battery-operated extrication tools that would allow the procurement of four (4) sets of tools, batteries and chargers. Battery-operated tools are lighter than the versions that require being plugged into a generator for power. The cordless tools are quick to deploy and can be used in more precarious situations than traditional extrication tools. If awarded, the federal share is $106,364 with a matching requirement of $10,636.

The sixth application is a Regional application that will be submitted by Ventura County Fire Protection District for Thermal Imaging Cameras. Thermal imaging cameras create an image using infrared radiation, giving "vision" where it would not otherwise be possible. The request for the City of Oxnard will be $119,000 to purchase seventeen (17) cameras. If awarded, the federal share is $108,182 and the local match is $10,818.

The final application is a Regional with Ventura City for Wildland supplies. The supplies will be used by firefighters assisting on mutual aid assignments. The Oxnard City request will be for seventy-five (75) hose packs at a cost of $19,000 and fifty (50) shelters $25,000. If awarded, the federal share is $40,000 and the local match is $4,000.

If awarded, the grant period for AFG funding is May 1, 2022 to April 30, 2024. The grant solicitation was posted by FEMA on November 8, 2021 with a submission deadline of December 17, 2021.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is a matching funds requirement of 10% for each AFG grant, if awarded. Expenditures are anticipated to begin in FY 2022-2023. The grant funding and local match will be included in the recommended Fiscal Year 2022-2023 budget, with local sources mainly from the General Fund (grant term is projected to end April 30, 2024).

Grant Description	Total Award for Oxnard	Local Match Requirement
Aerial Apparatus	1,300,000	118,181
Medic Squad	200,000	18,182

Extractors (7)	111,650	10,150
TEMS Training for 6 staff	108,186	9,835
Battery Operated Extrication Tools (4 sets)	117,000	10,636
Thermal Imaging Cameras (17)	119,000	9,835
Wildland Supplies	44,000	4,000
	1,999,836	180,819

COMMITTEE OUTCOME

The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution AFG 2021 Applications Final

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of seven applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of $1,999,836, including a local match of 10%, for the purpose of purchasing an aerial apparatus, a medic squad, extractors, Tactical Emergency Medical Services training, battery-operated extrication tools, thermal imaging cameras, and wildland supplies.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of seven (7) grant applications by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2022-2024 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 21st day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.8

DATE: December 21, 2021

TO: City Council

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

SUBJECT: Agreement A-8377 with U.S. Metro Group, Inc. to Provide Custodial Services for Citywide Park Restrooms.

RECOMMENDATION

That the City Council approve and authorize the:
1. Mayor to execute Agreement A-8377 with U.S. Metro Group, Inc. for a term of one (1) year and the option to extend for two (2) consecutive periods of one (1) year each, not to surpass January 31, 2025, and for a total contract not-to-exceed amount of $1,800,000, for custodial services for citywide park restrooms; and
2. Purchasing Agent to execute amendments to Agreement A-8377 for a total term of three (3) years with a possible ultimate termination date of January 31, 2025 and a total not-to-exceed amount of $1,800,000.
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

BACKGROUND

Currently, the City has restroom facilities at 32 parks. For Fiscal Year 2021-22, the City Council approved the use of Measure E funds for contract services to restore maintenance in the parks and citywide landscapes. The janitorial services within the parks are an approved component of these contract services.

DISCUSSION

On August 5, 2021, the City issued a formal Request for Bid (RFB) PW 22-14 for custodial services at citywide park restroom facilities. The RFB closed on August 27, 2021. Of the three (3) vendors that submitted bids, U.S. Metro Group, Inc. (U.S. Metro), is the lowest responsible and responsive bidder with a bid amount of $1,416.62 per day, which includes opening, cleaning and locking of all restrooms throughout City parks. The second lowest and responsive bidder is Jan-Pro Central Coast with a bid amount of $1,652.11 per day. The third bidder, OCD Klean was determined to be nonresponsive.

Bid Results: Daily Service Cost

U.S. Metro, Inc.: $1,416.62
Jan-Pro: $1,652.11
OCD Klean: Non-responsive

This agreement with U.S. Metro includes full service custodial services, which includes opening, closing and cleaning of all park restrooms. This agreement also allows for adjustment in service level to match City needs, staffing levels, and budgetary needs. If needed, the City can change services at any park. The City has the option to pause services, have the vendor only open and/or close a facility, or open or close and clean a facility. This flexibility will allow Public Works to balance and maximize both their budget and their staffing resources to ensure needs are met across all locations. Having contract custodial services has proven to be the most cost-effective and logistically efficient solution to facilities

cleanliness because the vendor delivers a full complement of services, including rubbish disposal, anti-bacterial agents, drain clearing, floor cleaning, dusting, window cleaning, polishing and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

Staff has confirmed that U.S. Metro meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with U.S. Metro Group, Inc. shall not exceed $1,800,000 over three (3) years, if extended. Sufficient FY2021-22 funds are available in the Parks General Fund utilizing Measure E funds (101-5701-805-82-09) and the Special Districts Operating Fund (174-1606-805-82-09). Any funding needed in future years will be included in the recommended budget for each fiscal year.

The following table shows the cumulative fiscal year breakdown for both the Parks and Special Districts divisions. Services will commence on February 1, 2022. Del Sol Stadium will be serviced as needed, in accordance with sport league events. The costs to service the new "Exeloo" restrooms will be applied after they have been installed and are operational at identified locations in the Capital Improvement Plan. The "As Needed" amounts are a contingency that will be applied for any unforeseen janitorial emergencies such as additional events, natural and mechanical damage, or excessive vandalism.

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	TOTAL
Parks	$ 181,777.60	$ 445,355.13	$ 467,622.89	$ 280,573.73	$1,375,329.35
Special Districts	$ 28,165.83	$ 69,006.29	$ 72,456.61	$ 43,473.96	$ 213,102.69
Exeloo (per unit)	$ 5,500.85	$ 13,477.09	$ 14,150.95	$ 8,490.57	$ 41,619.46
As Needed	$ 23,603.96	$ 56,649.50	$ 56,649.50	$ 33,045.54	$ 169,948.50
Total	**$ 239,048.25**	**$ 584,488.01**	**$ 610,879.94**	**$ 365,583.80**	**$ 1,800,000.00**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. US Metro Group Agreement A-8377
2. US Metro Bid Response

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: February 1, 2022

(2) Vendor: U.S. Metro Group, Inc

(3) Services: Daily Janitorial Services for Restrooms at City Parks

(4) Schedule of Services: Daily Services to City Parks Restroom

(5) Agreement Ending Date: January 31, 2023

(6) Total Agreement Amount: $1,800,000

(7) City's Project Manager: Kevin Thompson

(8) Vendor's Project Manager: Evelyn Kim

(9) Insurance Coverage: INS-C

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

U.S. Metro Group, Inc.
Attn: Evelyn Kim
135 S. State College Blvd, Ste 200
Brea, CA 92821

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W Third St, 3rd Floor
Oxnard, CA 93005

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Evelyn.k@usmetrogroup.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-C)

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

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

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

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

18. Confidentiality of Information.

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

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

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

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

10-24-21
Stephen M. Fischer, City Attorney (always required) Date

U.S. METRO GROUP, INC

Evelyn Kim
Evelyn Kim, CEO[2] Sept. 24, 2021 Date

Brian Lee
Brian Lee, President Sept. 24, 2021 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

SUPPLIES AND EQUIPMENT

1. The Vendor shall furnish and provide all necessary cleaning supplies and equipment as may be required to perform the services under this Contract. All such supplies and materials shall be of the highest quality. The City will furnish the following expendable supplies: paper towels, toilet tissue, toilet seat covers, hand soaps and plastic trash liners. All other supplies are to be provided by the Vendor. The acquisition and dispensing of City furnished expendables will be determined by mutual agreement of the Vendor and the City's Project Manager. In any case, the City will specify the methodology for documenting material usage and accountability. Vendor shall only provide and utilize cleaning products that are certified "green" and bear the label from a nationally recognized eco-labeling program, such as Green Seal or EPA's Safer Choice. Vendor shall provide a list of cleaning products used.
2. City shall have final approval on City furnished materials. If the Vendor takes exceptions with any City furnished materials, they shall submit concerns in writing to City's Project Manager.
3. Vendor shall inspect storage closets and identify out-of-date or unusable cleaning supplies and other hazardous waste. Vendor shall dispose of these items appropriately and shall NOT dispose of them in the trash, sinks, or toilets.
4. Vendor shall provide and utilize only certified HEPA vacuum cleaners designed for commercial use. Vacuums shall not have had any alterations and be kept in good working order at all times.
5. All equipment used in the cleaning of restrooms shall be clearly marked and shall only be used for cleaning restrooms.
6. All mop heads shall be replaced, at a minimum, every 3 months.
7. All vehicles used in the fulfillment of this contract shall be clearly marked with the Vendor's company name and comply with insurance requirements as noted in Exhibit "C". Vehicle assignments shall be included in the monthly staff assignment sheet to be submitted with the monthly invoice, and is a condition of payment. Vehicle insurance renewal documentation shall be submitted annually.

INSPECTION AND ACCEPTANCE

8. The City's Project Manager and/or their designated representative shall conduct inspections of the building work areas covered under this Contract.
9. The City and Vendor shall mutually agree on the documentation format for reporting, inspections, contract compliance, special work, and periodic cleanings. The Vendor shall complete said documentation and submit them as required by the terms of the contract.
10. If upon inspection, the service, materials and/or equipment is found to be defective or deficient in any of the requirements of this Contract, the Vendor shall remedy said service/product/equipment to the City's satisfaction at Vendor's expense. No compensation shall be allowed for material, labor, or transportation required to correct such deficiencies.
    - All listed service tasks in a given area must be completed for that area to be deemed in compliance with the provisions of this contract and approved for payment.
    - The Vendor shall have four (4) hours from time of notification to correct any specific instances of unsatisfactory performance. Notification shall be deemed given as soon as City representative leaves a message notifying Vendor of the deficiency.
    - In the event that the unsatisfactory performance is not corrected within four (4) hours, the City shall have the immediate right to complete the work with City personnel or outside Vendors to its satisfaction and shall deduct the cost incurred from any balances due or to become due to the Vendor. An additional penalty deduction in the amount of one (1) days percentage of the monthly total for a given area will be assessed for each day's non-performance for recovering City costs to correct the deficiency.
    - In the event of missed or incorrect setups, the City shall complete/correct the setup and deduct the cost incurred to make such corrections from any balances due or to become due to the Vendor.

11. CHANGES IN WORK TO BE PERFORMED OR PLACES OF PERFORMANCE
12. The City may amend the work to be performed, place of performance or both, by giving thirty
13. (30) days written notice to Vendor of the effective date of any such change. The City shall provide written authorization of such changes. In the event that the City amends the work to be performed, the matter of any increased compensation due to the Vendor shall be negotiated between the parties and will be based in part on similar bid situations in this Service Agreement, if such situations exist. Any reduction in compensation shall be by the specific bid amount currently in the Service Agreement for that site.

VENDOR'S PERFORMANCE

14. Vendor shall provide sufficient labor at all times to properly carry out the services to be performed under this contract and shall ensure that only competent and skilled workers are employed under this contract. Vendor shall ensure that supervision is provided at all times while work is being performed. If, in the judgment of the City, any Vendor's personnel are incompetent or disorderly, Vendor shall promptly remove such person from the work for the duration of the Contract.
15. Vendor shall not subcontract any part of this contract without the written consent of the City. Consent will not be given to any proposed delegation, which would relieve the Vendor or Vendor's surety of its responsibilities under the Contract.
16. The City shall designate spaces and routes for the storage of material, the ingress and egress of workers and equipment to the sites. All Materials and equipment shall be kept strictly within these limits.
17. Security
    - It is critical that all property within City facilities remain secure during performance of the Contract.
    - Physical Keys, access cards or key fobs (KEYS) required to access work areas shall be obtained from the City's Project Manager. Receipt of keys shall be documented on the City's standard access request form and signed for by the Vendor or their authorized representative. Upon completion of the contract, all keys shall be returned to the City's Project Manager. If Vendor fails to return all keys issued, or loses keys, Vendor shall be liable for the total cost of labor and material to re-key all areas accessible with each non-returned key.
18. Vehicles shall, whenever possible, drive only on paved or designated roadways within the parks. When not possible, care should be taken

PRINCIPAL SUPERVISOR

19. The person designated as Principal Supervisor by the Vendor shall be the liaison between the Vendor and the City's Project Manager. The duties of the Principal Supervisor include, but are not limited to: work schedules, employee records, reports and other correspondence to the City, key security/issuance/collection, response to complaints, employee behavior/discipline, product selection, materials inventory control, monthly performance/compliance inspections and other duties. The Vendor shall furnish the Principal Supervisor with an email and cell phone, so the City may contact them 24 hours per day. Vendor may provide an "on-call" phone number for use after normal working hours.
20. The Principal Supervisor is responsible for responding to complaints and shall do so in an expeditious manner. Failure to do so will result in penalty or possible contract termination as outlined in section 2.
21. The Principal Supervisor shall possess at least three (3) years of satisfactory experience (within the last five (5) years) in the management of janitorial operations of the approximate size and scope of this Contract.
22. The Principal Supervisor shall be proficient in speaking, reading and writing English.

QUALIFICATIONS OF OTHER CONTRACT PERSONNEL

23. All Personnel performing work under this contract shall be employees of the Vendor who are fully qualified to perform the work assigned to them. Vendor shall be fully staffed beginning the first day of work under the Contract. All staff shall be trained and experienced cleaning personnel who exhibit the capability of operating with minimum supervision.
24. All Vendors' personnel shall wear readily recognizable uniforms and display a company issued photo identification card while on City property. Any non- compliance with terms of qualifications will be cause for removal of employee from City property and a possible breach of contract.

CONTRACT PERSONNEL TRAINING

25. At a minimum the Vendor shall provide and document the following trainings for all their personnel performing work under this contract; Cal/OSHA's Injury and Illness Prevention Program (IIPP) standard, Cal/OSHA's Hazard Communication standard, Emergency Action Plan standard, blood borne pathogen training, and monthly safety trainings.
26. Vendor shall provide on the job training for each new product or procedure to be used by their employees.

STANDARDS OF CONDUCT

27. Vendor shall be responsible for any damage created by their employees to City property and/or City employees' personal property. Vendor shall take a time stamped photo of any damage. Photos with a brief explanation shall be electronically sent to City City's Project Manager prior to 7:00am the following morning. Vendor shall pay to the City, on demand, the cost of all repairs to or replacement of property made necessary by any of the operations of Vendor employees under this Contract.
28. Vendor shall ensure their employees present a neat appearance and conduct themselves in a courteous and professional manner.
29. All janitorial services operations shall be conducted as quietly as possible and shall conform to all current Federal, State, County and City regulations.
30. Only authorized Vendor employees are allowed within City facilities during the execution of this contract. Vendor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless such person is an authorized Vendor employee.

ABSENTEEISM

31. Vendor shall provide qualified relief personnel as necessary to ensure that each assignment is performed daily per Contract specifications regardless of employee absenteeism.
32. If staff is changed for any period longer than three (3) days, Vendor shall notify the City's Project Manager. Changes shall be indicated on the staffing assignment sheet submitted with the monthly invoice. Vendor shall not assign a new employee to this contract until completion of the background check and required training.
33. Relief personnel shall be fully qualified for the position they are fulfilling and shall have passed the security clearance.

RECORDS

34. The Vendor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, have the right to examine and audit records, to make transcripts therefrom and to inspect all program data, documents, proceedings, labor records, and activities.
35. The Vendor shall maintain a Safety Data Sheets (SDS) binder at each location. Binder shall include the SDS for each chemical used at the site.

36. The Vendor shall maintain a daily work log at each location. At a minimum, this log shall contain date, time, work complete and name of employee who performed the work. These logs shall be maintained on-site. The Vendor shall maintain a vandalism log. At a minimum this log shall contain date, time and nature of vandalism. This log may be an independent log or combined with the daily work log at the location.
37. Vendor shall take a time stamped photo of all vandalism. Photos with a brief explanation shall be electronically sent to City City's Project Manager each morning prior to 7:00am.
38. The Vendor shall provide certified payroll and any absenteeism notifications with the monthly invoice. The monthly invoice will not be processed for payment without these reports.
39. Each July the Vendor shall provide documentation of all completed safety training for each employee working under this contract. At a minimum, these records shall include all Federal, State, Cal OSHA, and local training.

SPECIFIC DUTIES

40. Unlock Park Restrooms no earlier than 6:30am and no later than 8:00am
41. *Optional Tasks to be exercised by the needs of the City- City will provide 24 hours notice for addition or removal of task and locations*
42. Lock and secure all restrooms at no earlier than dusk and no later than 1 ½ hours after dusk.
43. Clean and disinfect all Park Restrooms once per day in accordance with the following tasks:
    - Upon arrival, close the entrance side gate if the park has a split gate. Notify park occupants of the closing, clean and lock restrooms. If vehicles remain and no driver is available put City Supplied Notice under windshield wiper, lock entrance gate (if gated). Do not attempt to enforce laws. If there are any confrontations contact Police by calling 9-1-1, if applicable.
    - Inspect facility and immediately notify supervisor of irregularities or hazards
    - Photo document graffiti then removes minor graffiti from surfaces inside park restrooms with City supplied anti-graffiti wipes. Immediately report all other graffiti.
    - Photo document any running water then shut off water supply using the valves in the Pipe Chase Rooms or at the plumbing shut off.
    - Photo document and report all maintenance problems such as vandalism, electrical and plumbing problems to Parks Maintenance Supervisor prior to 7:00 a.m. on the morning following discovery. If it is an emergency, report it to the Parks on-call number.
    - Pick up debris and trash.
    - Clean, inspect and refill soap, paper towels, toilet tissue, and seat covers.
    - Empty, clean and sanitize trash and sanitary containers, replace liners.
    - Clean and disinfect wash basins, toilets, both sides of toilet seats, urinals, under sinks, around drains, and other areas where bacteria might breed using a non-abrasive disinfectant.
    - Treat exterior urine stains and problem areas with an enzyme based urine removal.
    - Clean and polish exposed pipes under washbasins, toilets and urinals.
    - Remove debris from floor drains and clean/scrub drain grates to maintain luster.
    - Scrub and disinfect all interior surfaces including floors, walls, partitions, doors, door frames and other high touch areas using a low odor disinfectant. Refinish floors as necessary to maintain luster.
    - Clean light fixtures, air vents and all metal grates.
    - Clean and polish unpainted metal faucets, flush valves, door plates and mirrors.
    - Clean both sides of entrance doors and polish door hardware.
    - Sweep and damp mop floors using a low odor disinfectant.
    - *Floors shall be dry by 6:00 a.m. Dry mop/vacuum/squeegee as required.*
    - Dispose of all cleaning water in a janitorial sink or toilet only.
    - *Do not dump anything outside of buildings.*
    - Deodorize the restrooms
    - Clean all walkway areas within ten (10) feet of entrances.

- Clean top and sides of drinking fountains. Clean drains. Disinfect, scrub fixtures and dry.
- Disinfect railings and benches
- Turn out all lights without an occupancy sensor. If City Staff are on premises, verify lighting requirements before leaving.
- Place all used gloves and other disposable items in a bag with ties before disposing of them with other waste. Wash hands with soap and water for 20 seconds immediately after removing gloves or use an alcohol based hand sanitizer if water is not available.

LOCATION LOCK TIME AND CLEANING SCHEDULE

DESCRIPTION/LOCATION	SQ. FOOTAGE	Opening Times	Cleaning and/or Closing Times
Beck Park	301	8am	Dusk
Carty Park	221	8am	Dusk
College Estates Park	199	8am	Dusk
Colonia Park	560	8am	Dusk
Community Center East Park	240	8am	Dusk
Community Center West Park	512	8am	Dusk
Del Sol Park	363	8am	Dusk
Del Sol Stadium*	1126		
Durley Park	259	8am	Dusk
Eastwood Park	200	8am	Dusk
Garden City Acres Park	233	8am	Dusk
Johnsons Creek Park	189	8am	Dusk
Lemonwood Park	192	8am	Dusk
Marina West Park	195	8am	Dusk
Orchard Park	193	8am	Dusk
Oxnard Beach Park	419	8am	Dusk
Pleasant Valley Park	192	8am	Dusk
Rio Lindo Park	181	8am	Dusk
Southwest Community Park Extension	227	8am	Dusk

Sierra Linda Park	152	8am	Dusk
Sea Air Park	191	8am	Dusk
Sea View Park	162	8am	Dusk
South Winds Park	192	8am	Dusk
Thomson Park	287	8am	Dusk
Via Marina Park	210	8am	Dusk
Wilson Park	49	8am	Dusk
College Park	N/A	8am	10pm
East Village Park	N/A	8am	Dusk
Windrow Park	240	8am	Dusk
Crescent Park	240	8am	Dusk
East Park	240	8am	Dusk
Vineyards Park	240	8am	Dusk
Totals	8205		

*Del Sol Stadium will be cleaned and secured up to 40 times per year after scheduled sporting events. Schedule to be provided to vendor

CURRENT OPERATIONAL STATUS OF RESTROOMS

Current Park Restrooms Service Status: Restroom status is subject to change at the City's discretion with a 24-hour notice to the janitorial company.

Location	Open	Closed
Beck Park	X	
Carty Park	X	
College Estates Park		X
Colonia Park	X	
Community Center East Park		X

Community Center West Park	X	
Del Sol Park	X	
Del Sol Stadium*	X	
Durley Park	X	
Eastwood Park	X	
Garden City Acres Park	X	
Johnsons Creek Park	X	
Lemonwood Park	X	
Marina West Park	X	
Orchard Park	X	
Oxnard Beach Park	X	
Pleasant Valley Park	X	
Rio Lindo Park	X	
Southwest Community Park Extension	X	
Sierra. Linda Park	X	
Sea Air Park	X	
Sea View Park	X	
South Winds Park	X	
Thomson Park	X	
Via Marina Park	X	
Wilson Park	X	
College Park	X	
East Village Park	X	
Windrow Park	X	
Crescent Park	X	
East Park	X	
Vineyards Park	X	

*Del Sol Stadium will be cleaned up to 40 times per year after scheduled sporting

events. Schedule to be provided to vendor

FUTURE RESTROOM LOCATIONS

The City is currently in the process of procuring and installing prefabricated modular restroom units, manufactured by Exeloo, at various parks located throughout the City. The new Exeloo restrooms will replace the existing restroom facilities at Community Center East Park, Pleasant Valley Park, Del Sol Park, Sea View Park, and College Estates Park in the next 1-2 years. Once installed and operational, the vendor will be responsible for cleaning and maintenance of the units. These units are identified to be “self-cleaning” however, some cleaning and restocking of materials will remain necessary.

Model: Exeloo Jupiter Platinum Twin Toilet (22DD).

RATES AND COSTS EXHIBIT

	Restroom Location	Address	Times Per Day	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only
Parks Division	Beck Park	600 W. Kamala St.	1	$ 18.84	$ 28.26	$ 47.10	$ 18.84
	Carty Park	3900 S. F St.	1	$ 13.83	$ 20.75	$ 34.58	$ 13.83
	College Estates Park	1400 Gary Dr.	1	$ 12.45	$ 18.68	$ 31.13	$ 12.45
	Colonia Park	170 N. Juanita Dr.	1	$ 35.05	$ 52.57	$ 87.62	$ 35.05
	Community Center East Park	800 Hobson Way	1	$ 15.02	$ 22.53	$ 37.55	$ 15.02
	Community Center West Park (2)	801 Hobson Way	1	$ 32.04	$ 48.06	$ 80.10	$ 32.04
	Del Sol Park	1500 Camino Del Sol	1	$ 22.72	$ 34.08	$ 56.80	$ 22.72
	Del Sol Park Stadium (2)	1800 Camino Del Sol	40 days per year	$ 70.47	$ 105.70	$ 176.17	$ 70.47
	Durley Park	800 W. Hill St.	1	$ 16.21	$ 24.31	$ 40.52	$ 16.21
	Eastwood Park	1401 N. F St.	1	$ 12.52	$ 18.77	$ 31.29	$ 12.52
	Garden City Acres Park	5302 Cypress Rd.	1	$ 14.58	$ 21.87	$ 36.45	$ 14.58
	Johnson Creek Park	501 E. Johnson Rd.	1	$ 11.83	$ 17.74	$ 29.57	$ 11.83
	Lemonwood Park	2055 E. San Mateo Pl.	1	$ 12.02	$ 18.02	$ 30.04	$ 12.02
	Marina West Park	1300 S. Novato Dr.	1	$ 12.20	$ 18.31	$ 30.51	$ 12.20
	Orchard Park	2130 Edelweiss St.	1	$ 12.08	$ 18.12	$ 30.20	$ 12.08
	Oxnard Beach Park (2)	1601 S. Harbor Blvd.	1	$ 26.22	$ 39.33	$ 65.55	$ 26.22
	Pleasant Valley Park	4501 Justin Way	1	$ 12.02	$ 18.02	$ 30.04	$ 12.02
	Rio Lindo Park	841 Blanca St.	1	$ 11.33	$ 16.99	$ 28.32	$ 11.33
	Southwest Community Park Extension	2500 W. 5th St.	1	$ 14.21	$ 21.31	$ 35.52	$ 14.21
	Sierra Linda Park	1040 Indigo Pl.	1	$ 9.51	$ 14.27	$ 23.78	$ 9.51
	Sea Air Park	2011 9th St.	1	$ 11.95	$ 17.93	$ 29.88	$ 11.95
	Sea View Park	1001 Offshore St.	1	$ 10.14	$ 15.21	$ 25.35	$ 10.14

	South Winds Park	455 W. Clara St.	1	$	12.02	$	18.02	$	30.04	$ 12.02
	Thompson Park	201 N. Imperial St.	1	$	17.96	$	26.94	$	44.90	$ 17.96
	Via Marina Park	3301 Keel Way	1	$	13.14	$	19.71	$	32.85	$ 13.14
	Wilson Park	350 N. C St.	1	$	3.07	$	4.60	$	7.67	$ 3.07
	College Park	3250 S. Rose Ave.	1	$	12.34	$	18.52	$	30.86	$ 12.34
	East Village	2051 Jacinto Dr.	1	$	12.34	$	18.52	$	30.86	$ 12.34
	Parks Division Subtotal			**$**	**478.11**	**$**	**717.14**	**$**	**1,195.25**	**$ 478.11**
Special Districts	Windrow Park	764 Nile River Dr.	1	$	18.52	$	27.78	$	46.30	$ 18.52
	Crescent Park	3475 Oxnard Blvd.	1	$	18.52	$	27.78	$	46.30	$ 18.52
	East Park	351 Indus Pl.	1	$	18.52	$	27.78	$	46.30	$ 18.52
	Vineyards Park	2790 Smokey Mountain Dr.	1	$	18.52	$	27.78	$	46.30	$ 18.52
	Special Districts Division Subtotal			**$**	**74.08**	**$**	**111.12**	**$**	**185.20**	**$ 74.08**
	Exeloo Restroom	Various	1	$	14.47	$	21.70	$	36.17	$ 14.47
GRAND TOTAL				**$**	**566.66**	**$**	**849.96**	**$**	**1,416.62**	**$ 566.66**

Unscheduled Call Outs as needed	$30.63/hr
Daily Square Footage rate for additional restrooms	$0.12/sq. ft/day

The period of performance anticipated for this agreement shall be for three (3) years, with each year renewable in one (1) year increments from February 1st. 2022 or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the November 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for May or September, whichever is greater.

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITH BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

INS-C.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIAB** [x] ANY AUTO ALL OWNED AUT SCHEDULED AUT HIRED AUTOS NON-OWNED AUT GARAGE LIABILIT				INGLE $1,000,000 RY $ RY $ AMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				RRENCE $ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant Course of Construction Completed Value of Project

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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
_____
☐ Occurrence

OTHER PROVISIONS

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

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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 **Via Fax: 678-259-1007**	**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ *(original signature required)* Telephone: ( ) Date Signed ___

Rev. 2/18 INS-C.doc

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

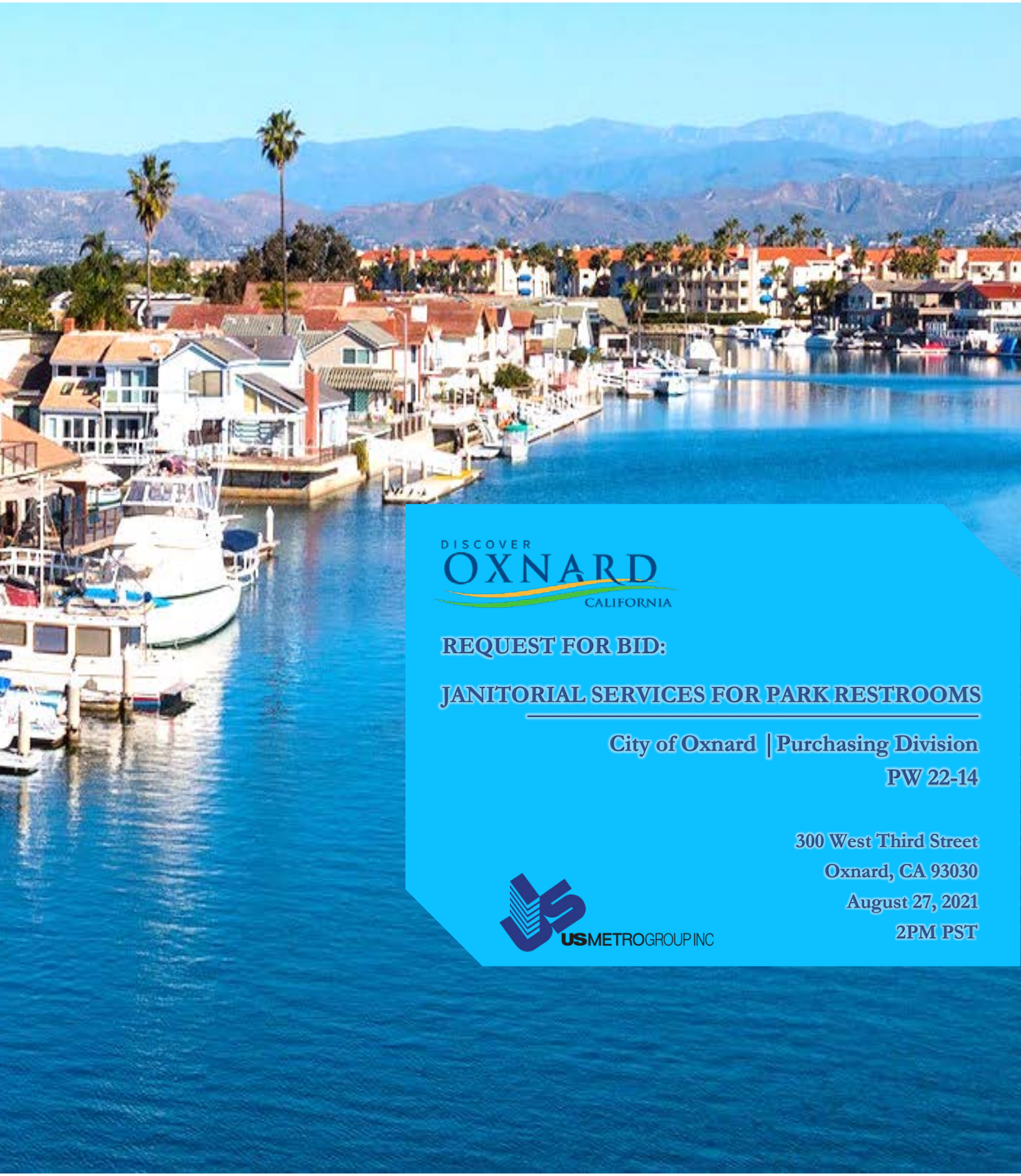
b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

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

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor'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. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor 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 Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination



DISCOVER OXNARD CALIFORNIA

REQUEST FOR BID:

JANITORIAL SERVICES FOR PARK RESTROOMS

City of Oxnard | Purchasing Division
PW 22-14

300 West Third Street
Oxnard, CA 93030
August 27, 2021
2PM PST

USMETROGROUP INC

August 27, 2021

City of Oxnard
Purchasing Division
300 W. Third Street
Oxnard, CA 93030

Re: Request for Bid # PW 22-14 – Janitorial Services for Park Restrooms

Dear Purchasing Division,

We are pleased to submit this proposal for the City of Oxnard. **US Metro Group, Inc.**, as the respondent, signifies acceptance of the scope of work and terms and conditions set forth in this Request for Bid.

This letter serves as our agreement to enter into a contract with the City of Oxnard for the requested janitorial services. **US Metro Group, Inc.** has been providing janitorial services for more than 40 years; we have the workforce, organization and experience needed to service the needs under the specifications of this Request for Bid.

Beyond our ability to provide the best in janitorial services, **US Metro Group, Inc.** is known for our ability to exceed expectations while remaining competitively priced. Our technical capabilities and efficiency, customer service excellence, and commitment to the community through local partnerships and hiring, all serve to prove how we were able to remain at the top tier of janitorial corporations in the nation.

This summer, **US Metro Group, Inc.**, started providing janitorial services for the City of Oxnard's City Parks restrooms. The attached proposal highlights how **US Metro Group, Inc.** will continue to provide exceptional service while integrating with the community of Oxnard. Our commitment to quality is strengthened through our relationships with local residents and businesses. This philosophy and mode of operation contributes to our success as a global business as well as ***your success***.

Our abilities align with your needs and our commitment to quality work and community make **US Metro Group, Inc. the ideal partner** for the City of Oxnard. In the city that is "Kissed by the Sun, Hugged by the Sea," we look forward to continuing a long-standing relationship with you.

Sincerely,

Evelyn Kim, CEO
US Metro Group, Inc.
135 S. State College Blvd.,
#200
Brea, CA 92821
(213) 327-9565

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    g. Contract Personnel Training

5.0: Company Profile

**This section also answers to the request under 11.0 on page 18 of RFP Solicitation #PW22-14*

A. Business Name and Legal Business Status

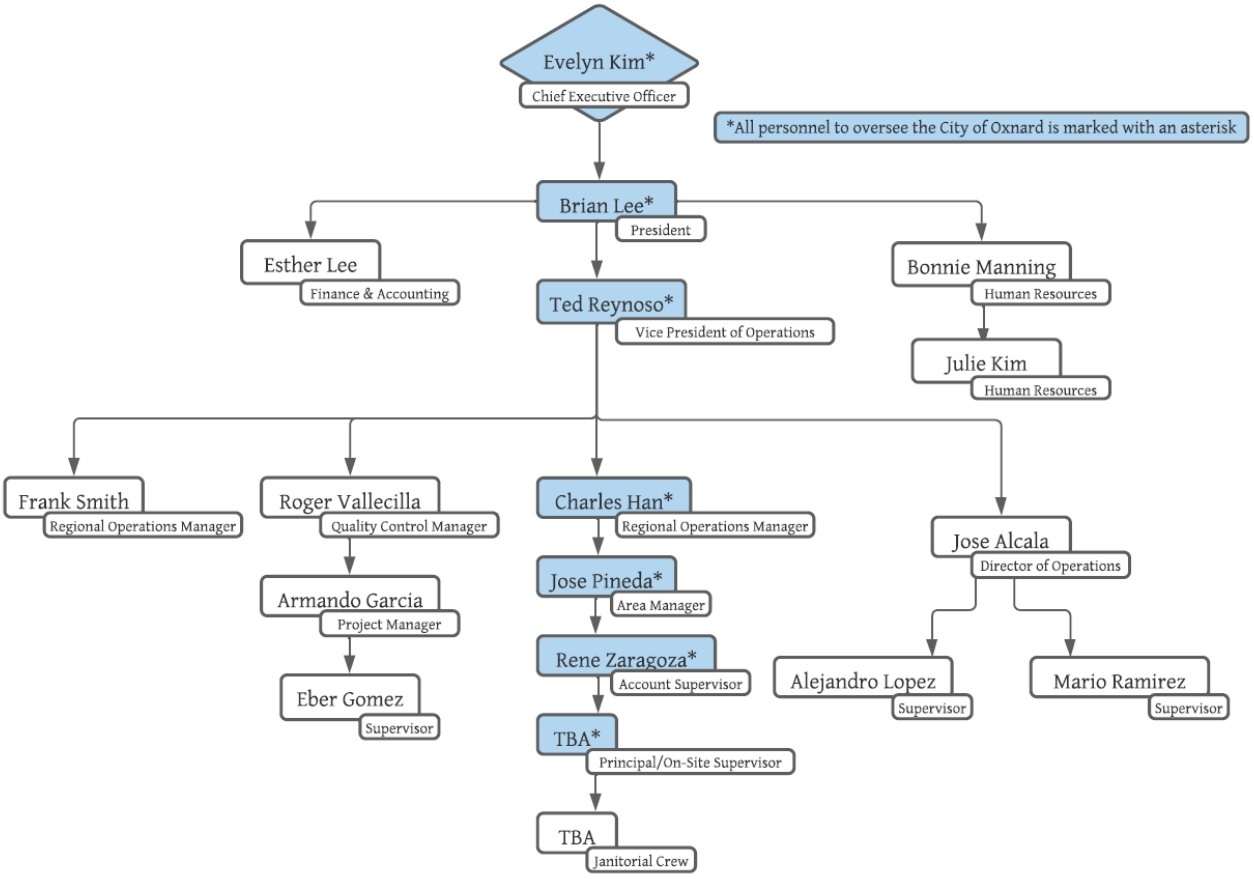
- Business Name: US Metro Group, Inc.
- Legal Business Status: Corporation

B. Company overview and disclosure of services or activities performed

i. Owner: Charles S. Kim Trust dated November 14, 2013
No contributions made to Elected Officials

ii. Chief Executive Officer: Evelyn Kim
President: Brian Lee
Chief Financial Officer: Evelyn Kim
Secretary: Evelyn Kim

Organizational Chart



iii. Number of years in business: 23 years
US Metro Group incorporated: October 26, 1998
Number of years of experience: 42 years
Prior business name: N/A

iv. Location of office from which the work under this contract will be provided and the staff allocation at that office:
135 S. State College Blvd., Suite 200
Brea, CA 92821

C. US Metro Group, Inc. has no financial interests in any other business at this time.

D. Neither US Metro Group, Inc. nor its officers are involved in any litigation, being sued, suing or affiliated in any lawsuit or alternative dispute resolution with any governmental agency at this time.

E. Evelyn Kim is the authorized member to negotiate and execute an Agreement.

F. Credentials/Resumes/Certifications/Licenses

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Evelyn Kim

i. *Position Title*: Chief Executive Officer

ii. *Current Responsibilities*

Evelyn provides the strategic direction for the company and leads US Metro Group, Inc.'s Corporate Team. She works directly with Human Resources to establish best practices on an employment and customer service level. Evelyn establishes relationships within the communities we serve to consistently deliver the best services and stays current with the ever-changing trends in the janitorial industry

iii. *Qualifications/Experience*

- US Metro Group, Inc.

CEO/President	2016 – Present
Vice President	2015 - 2016
Director of Business Development	2012 - 2015
Quality Assurance Manager	2009 – 2012

- Chime Charter Elementary School

Special Education Teacher	2012 – 2014

iv. *Education:* California State University Northridge, 2012 – BA, Liberal Arts

v. *Certifications/Licenses:*

Institute of Inspection Cleaning and Restoration Certificate (IICRC) Carpet Cleaning Technician, 2022

National Notary Association, 2020

vi. *Pertinent Information*

Evelyn's exposure to the janitorial industry started from birth. Her father founded US Metro Group, Inc., giving her the invaluable advantage of observing her father build US Metro Group, Inc. from the ground up. Her leadership and lifetime experience are key components to the success of US Metro Group, Inc. today.

Brian Lee

i. *Position Title*: President

ii. *Current Responsibilities*

Brian plans and implements all short-, mid-, and long-term operational strategies. He tracks and has complete oversight of the entirety of each account from award throughout the life of the contract. Brian closely manages our highest profile accounts, staying close in touch with primary contacts to ensure that the highest level of service is provided.

iii. *Qualifications/Experience*

- US Metro Group, Inc.

President	2018 – Present
Consultant	2016 – 2018

- ALTO US

Lead Attorney	2018 – 2019

- WL Law Group

Managing Partner	2016 - 2018

- Richard A. Ciummo & Associates

Deputy Public Defender 2016 – 2018

iv. *Education:* Washington University, St. Louis, 2016 – JD

v. *Certifications/Licenses:* CA State Bar, 2016

vi. *Pertinent Information*

Brian's legal experience puts him at the frontline of managing US Metro Group, Inc.'s contracts compliance. He also interfaces with our Corporate Counsel to ensure that US Metro Group, Inc. is adhering to the law within the constantly evolving janitorial industry.

Ted Reynoso

i. *Position Title*: Vice President of Operations

ii. *Current Responsibilities*

Ted is responsible for developing the complete janitorial program for new contracts. This includes preparing budgets, payroll, coordinating quality and safety inspections. Upon award of the City of Oxnard's janitorial contract, Ted will gather and lead the transition team and on-site crew for a full orientation and training for the required scope of services.

iii. *Qualifications/Experience*

- US Metro Group, Inc.
  Vice President of Operations 2021 - Present
- ABM Industries
  Regional Operations Manager 2010 - 2020
  Sr. District Manager 2005 - 2010
  District Manager 2000 - 2005
- United Building Services
  District Manager 1995 – 2000

iv. *Education:* National College of Technical Education, Mexico, 1990 – Computer Programming

v. *Certifications/Licenses:* IICRC Carpet Cleaning Technician, 2019

vi. *Pertinent Information*

Ted's leadership experience includes management of directing operations throughout Southern CA of more than 1,000 employees. His involvement starts from the initial bid process, high-level startup transition, labor management, and safety all the way to the employees in the field.

Charles Han

i. *Position Title*: Regional Operations Manager

ii. *Current Responsibilities*

Charles oversees US Metro Group, Inc.'s government municipality contracts including our City, County accounts. He leads US Metro Group, Inc.'s managers and supervisors throughout Ventura, Oxnard, Las Virgenes and Orange County. Charles conducts weekly site visits with the facilities contact within our contracts as well as regular check ins with the day and night crew.

iii. *Qualifications/Experience*

- US Metro Group, Inc.
  Regional Operations Manager 2017 – Present
  Area Manager 2014 - 2016
  Site Supervisor 2010 – 2014

Sales & Marketing 2007 – 2010

- Glendale Lexus
  Sales & Marketing 1995 - 2007

iv. *Education:* Glendale Community College, 1995

v. *Certifications/Licenses:* N/A

vi. *Pertinent Information*

Charles' expertise in developing, building and managing on site teams is a key element to our transitions and startups. His hands on training and involvement ensures that we maintain a healthy pool of cross-trained employees readily available to step in at a moment's notice.

Jose Pineda

i. *Position Title*: Area Manager

ii. *Current Responsibilities*

Jose is responsible for supervising, directing and coordinating on-site staff in his portfolio. Working closely with the field employees, Jose prepares written reports, evaluates employee performance and takes disciplinary action when needed. Monitors and manages budgets for labor and materials. Communicates daily with on-site supervisors and is a main point of contact for supply and equipment vendors in his region.

iii. *Qualifications/Experience*

- US Metro Group, Inc.
  Area Manager 2018 - Present
  Project Manager 2017 - 2018
  Site Supervisor 2014 - 2016
  Lead Janitor 2010 – 2014

iv. *Education:* John C. Fremont High School, 2008

v. *Certifications/Licenses:* N/A

vi. *Pertinent Information*

Having started his career with US Metro Group, Inc. as a lead janitor, Jose understands what it takes to meet the needs of our customers. Throughout his employment with US Metro Group, he has been involved with hiring, recommending candidates for promotions, employee incentive programs and has developed strong and effective relationships with crewmembers assigned to his accounts.

Rene Zaragoza

i. *Position Title*: Project Manager

ii. *Current Responsibilities*

Rene oversees the day-to-day operations for the City of Ventura and City of Oxnard. He keeps all employees accountable for maintaining the daily cleanliness of their assigned areas and ensures that all team members work safely. Assists in recruitment and serves as the point of contact for our custodial staff.

iii. *Qualifications/Experience*

- US Metro Group, Inc.
  Project Manager 2017 – Present
  Site Supervisor 2015 - 2016
- Members Building Maintenance
  Truck Driver 2008 – 2011

iv. *Education:* High School, Mexico, 1996

v. *Certifications/Licenses:* N/A

vi. *Pertinent Information*

Throughout his employment with US Metro Group, Rene has learned to operate machinery for specialty projects such as strip & wax, carpet care and window cleaning. Rene regularly receives recognition for his high level of customer service, attention to detail, and passion for his work. Upon award, Rene will assist with placement of the on-site crew and continue to be readily available to answer all calls and requests for the City of Oxnard.

Principal/On-Site Supervisor, Day Porter Crew, & Evening Crew
TBA upon Contract Award.

Attachment A: Compensation Schedule

135 S. State College Blvd.
Suite 200
Brea, CA 92821
(213) 382-6435

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

COST TABLE

Restroom Location (count of restrooms at location)	Address	Times Per Day	Daily Opening of Restroom	Daily Cleaning and Locking of Restroom	Daily Cleaning, Opening, and Closing	Daily Locking of Restroom Only
Beck Park	600 W. Kamala St.	1	$18.84	$28.26	$47.10	$18.84
Carty Park	3900 S. F St.	1	$13.83	$20.75	$34.58	$13.83
College Estates Park	1400 Gary Dr.	1	$12.45	$18.68	$31.13	$12.45
Colonia Park	170 N. Juanita Dr.	1	$35.05	$52.57	$87.62	$35.05
Community Center East Park	800 Hobson Way	1	$15.02	$22.53	$37.55	$15.02
Community Center West Park (2)	801 Hobson Way	1	$32.04	$48.06	$80.10	$32.04
Del Sol Park	1500 Camino Del Sol	1	$22.72	$34.08	$56.80	$22.72
Del Sol Park Stadium (2)	1800 Camino Del Sol	40 days per year	$70.47	$105.70	$176.17	$70.47
Durley Park	800 W. Hill St.	1	$16.21	$24.31	$40.52	$16.21
Eastwood Park	1401 N. F St.	1	$12.52	$18.77	$31.29	$12.52
Garden City Acres Park	5302 Cypress	1	$14.58	$21.87	$36.45	$14.58

	Rd.					
Johnson Creek Park	501 E. Johnson Rd.	1	$11.83	$17.74	$29.57	$11.83
Lemonwood Park	2055 E. San Mateo Pl.	1	$12.02	$18.02	$30.04	$12.02
Marina West Park	1300 S. Novato Dr.	1	$12.20	$18.31	$30.51	$12.20
Orchard Park	2130 Edelweis s St.	1	$12.08	$18.12	$30.20	$12.08
Oxnard Beach Park (2)	1601 S. Harbor Blvd.	1	$26.22	$39.33	$65.55	$26.22
Pleasant Valley Park	4501 Justin Way	1	$12.02	$18.02	$30.04	$12.02
Rio Lindo Park	841 Blanca St.	1	$11.33	$16.99	$28.32	$11.33
Southwest Community Park Extension	2500 W. 5th St.	1	$14.21	$21.31	$35.52	$14.21
Sierra Linda Park	1040 Indigo Pl.	1	$9.51	$14.27	$23.78	$9.51
Sea Air Park	2011 9th St.	1	$11.95	$17.93	$29.88	$11.95
Sea View Park	1001 Offshore St.	1	$10.14	$15.21	$25.35	$10.14
South Winds Park	455 W. Clara St.	1	$12.02	$18.02	$30.04	$12.02
Thompson Park	201 N. Imperial St.	1	$17.96	$26.94	$44.90	$17.96
Via Marina Park	3301 Keel Way	1	$13.14	$19.71	$32.85	$13.14
Wilson Park	350 N. C St.	1	$3.07	$4.60	$7.67	$3.07
College Park	3250 S Rose	1	$12.34	$18.52	$30.86	$12.34

	Ave.					
East Village	2051 Jacinto Dr.	1	$12.34	$18.52	$30.86	$12.34
Windrow Park	764 Nile River Dr.	1	$18.52	$27.78	$46.30	$18.52
Crescent Park	3475 Oxnard Blvd.	1	$18.52	$27.78	$46.30	$18.52
East Park	351 Indus Place	1	$18.52	$27.78	$46.30	$18.52
Vineyards Park	2790 Smokey Mountain Dr.	1	$18.52	$27.78	$46.30	$18.52
Exeloo Restroom	Various	1	$14.47 each	$21.70 each	$36.17 each	$14.47 each
Totals			$566.66	$849.96	$1,416.62	$566.66

Note: Daily Cleaning and Locking of Restroom Total Cost will be used to determine the lowest bidder when awarding.

Bidder acknowledges receipt of all addenda

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

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

Attachment B: Company Information

ATTACHMENT B
COMPANY INFORMATION

Name of Company: US Metro Group, Inc.

Address: 135 S State College Blvd., Suite 200, Brea, CA 92821

Service to provide: Janitorial Services

Main Point of Contact: Evelyn Kim

Fed Tax ID: 95-4719448 City Tax ID:

E-mail: Evelyn.K@usmetrogroup.com Phone: (213) 327-9565

10.0 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

11.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE:***

b. ***BIDDER'S RESPONSE:***

c. ***BIDDER'S RESPONSE:***

d. ***BIDDER'S RESPONSE:***

e. ***BIDDER'S RESPONSE:***

CERTIFICATIONS

I, Evelyn Kim, a duly authorized agent of US Metro Group, Inc.

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

hereby certify that US Metro Group, Inc. by submission of this proposal in response to the

Name of Organization

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

Signature: Date: August 27, 2021

Title of Agent/Officer: Chief Executive Officer

"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."

Evelyn Kim

Evelyn.k@usmetrogroup.com
(213) 327-9565

Experience

US Metro Group, Inc., Brea, CA

***CEO* (2016 – Present)**

- Driving force behind the company's mission and objectives
- Primary point of contact for US Metro Group, Inc. premiere clients
- Oversees Business Development, Sales & Marketing, Human Resources
- Work with board members to plan and implement operational strategies to assess company direction
- Directs the organization's fiscal function and performance

***Vice President* (2015 – 2016)**

- Developed measures and key performance indicators to monitor company operations
- Oversaw all sales and marketing initiatives
- Maintained relationships and on-going strategies to retain contracts

***Director of Business Development* (2012 – 2015)**

- Developed new clients and proposed business deals
- Oversaw the development of marketing processes toward specific growth goals
- Monitor trends to maintain professional knowledge of the janitorial industry
- Manage proposal response process for RFPs

***Quality Assurance Manager* (2009 – 2012)**

- Conducted facility site visits for inspections to ensure that facility services were provided in accordance with the job specifications
- Responsible for building new relationships, and maintaining existing client relationships and expectations.
- Developed, built and managed teams at each project location
- Supervised cleaning programs, safety & training, conducted site inspections and provided guidance to the janitorial crews under the direct supervisor
- Performed monthly walk throughs with customer for ongoing feedback
- Oversaw premier accounts in Southern CA
    - California State University Northridge, CA
    - Detroit Public Schools, MI (49 Public Schools)
    - City of San Buenaventura

Chime Charter Elementary School, Woodland Hills, CA

***Special Education Teacher* (2012 – 2014)**

- Led a class of 2nd grade special needs students
- Created learning environments and programs to help students get the most out of education

- Assessed students' individual skills and learning requirements
- Created Individualized Educational Plans (IEP) to achieve goals
- Work together with parents and co-teachers to track educational development
- Prepare students to transition onto the next grade and from school to the outside world
- Design field trips to establish a connection between the classroom and real-life experiences

Brian Lee

Brian.l@usmetrogroup.com
(626) 532-2205

Experience

US Metro Group, Inc., Brea, CA (2016 – Present)

President (2018 – Present)

- Oversees budgets, staff and Executive Team
- Coordinates Executive Team initiatives
- Oversee the Annual A/R operation to ensure goals are met
- Coordinates Executive Team Initiatives
- Directs the organization's fiscal function and performance

***Consultant* (2016 – 2018)**

- Analyzed cleaning expenditures and developed cost reduction initiatives
- Audited supplies and equipment inventory to establish a schedule for maintenance, repairs and replenishment
- Worked with Corporate team to enhance overall business strategies

ALTO US, Los Angeles, CA

***Lead Attorney* (2018 – 2019)**

- Represented retail victims of crime in the criminal justice system and consult in decreasing retail crime in Los Angeles
- Prepare and conduct independent investigations relating to alleged offender's current and prior offenses
- Liaison and develop relationships between retailers, law enforcement and prosecutors
- Manage and supervise ALTO's legal operations team

Richard A. Ciummo & Associates, Madera, CA

***Deputy Public Defender* (2017 – 2018)**

- Represented clients who cannot afford to hire legal counsel in criminal matters
- Investigated alleged crimes and offenses by interviewing clients and witnesses to aid the preparation of each case
- Met with clients to discuss and provide information regarding their options and appropriate actions that can be taken
- Studied and interpreted laws, court decisions, and other legal authorities relevant to each matter
- Prepared motions and arguments to be presented on behalf of clients at all stages of the criminal legal process

- Acted as a negotiator between clients and prosecutors to secure the best outcomes
- Prepared for and conducted hearings and trials

W & L Law Group, LLP, Diamond Bar, CA

***Co-Founder, Managing Partner* (2017 – 2018)**

- Responsible for firm's overall business development, operations, strategy and relationship management
- Attract and retain clients and ensure everything is done legally, ethically and morally to appropriate them
- Research, draft and issue legal opinion letters regarding compliance with CA and Federal laws
- Initiate appeals process on client's behalf and manage all aspects of client's appeals case
- Develop strategies and arguments for cases, explain available courses of action and possible repercussions to clients

Law Offices of Hu & Associates, Alhambra, CA

***Law Clerk* (2016)**

- Provided assistance in matters such as visa applications, green cards, citizenship, naturalization, etc.
- Interacted with U.S. immigration authorities on behalf of clients and act as mediator
- Assisted in all pretrial stages of civil litigation such as discovery, drafting pretrial motions, etc.

Ted Reynoso

Ted.r@usmetrogroup.com
(213) 330-9433

Experience

US Metro Group, Inc., Brea, CA

***Vice President of Operations* (2021 – Present)**

- Currently leads operations team nationally
- Quarterly business reviews with customer
- Development of new business as well as renewing past relationships
- Lead and direct new account startups
- Monthly inspection of worksite locations
- Identify areas for performance and operational improvement
- Hire, train, mentor and evaluate Regional Management teams

ABM Industries

***Regional Operations Manager* (2010 - 2020)**

- Monitored various accounts throughout Southern CA
- Inform customers of the different levels of care most appropriate for their needs
- Develop and lead vendor relationships
- Administered orientations and safety trainings

***Senior District Manager* (2005 – 2010)**

- Complete oversight of janitorial operations within assigned district
- Management of new account startups: supervise hiring process, set up budgets and payroll
- High level of expertise with government accounts
  - City of Long Beach
  - City of Rancho Cucamonga
  - City of Ontario
  - City of Claremont

***District Manager* (2000 – 2005)**

- A member of transition account startup team
- Ensure that labor and supply budgets are met
- Recruit, staff and utilize workforce most appropriately

United Building Services

***District Manager* (1995 – 2000)**

- Managed the day to day janitorial operations within assigned district and customer relations

Charles Han

Charles.@h@usmetrogroup.com
(213) 304-0005

Experience

US Metro Group, Inc., Brea, CA

***Regional Operations Manager* (2017 – Present)**

- Currently leads government accounts throughout Southern CA
- Weekly and monthly meetings with customer
- Manage janitorial teams assigned to their respective accounts
- Ensure that all contracted specifications meet and exceed client expectations
- Hire, mentor and evaluate on-site supervisor and account managers
- Monthly safety trainings for responsible accounts
    - City of Oxnard
        - Parks Restrooms
    - City of San Buenaventura
    - County of Orange
        - Healthcare Facilities, Courthouses, Public Works
    - Las Virgenes Municipal Water District

***Area Manager* (2014 – 2016)**

- Oversee and approve account expenses including labor budget and payroll
- Responsible for on-site supervisors
- Attend walk throughs with Regional Manager and customer as needed

***Site Supervisor* (2010 – 2014)**

- Available at all times to respond to customer or employee requests
- Direct oversight of day porters and night crew
- Responsible for ordering and maintain supply and equipment
- Assist with accident and incident investigations
- Advocate for employees and make recommendations for promotions

***Sales & Marketing* (2007 – 2010)**

- Present and promote company to prospective customers
- Establish and develop positive customer relationships
- Negotiate contracts and packages
- Attend janitorial conferences and travel as needed

Glendale Lexus

***Sales & Marketing* (1995 – 2000)**

- Work sales floor
- Assist clients in finding the best vehicle to match their needs and complete purchase contracts

Jose Pineda

Jose.p@usmetrogroup.com
(323) 674-1862

Experience

US Metro Group, Inc., Ventura, Oxnard, Calabasas, CA

***Area Manager* (2018 - Present)**

- Currently oversees day to day operations for premier accounts
  - County of Orange
    - Healthcare Facilities
    - Public Works
  - City of Oxnard
    - Parks Restrooms
  - City of San Buenaventura
  - Las Virgenes Municipal Water District
- Weekly and monthly meetings on-site supervisors and janitorial crews
- Hire, train, evaluate, mentor on-site day porter and night crews
- Support employee incentive programs

***Project Manager* (2014 – 2016)**

- Responsible for creating work schedues and enforcing compliance with company and labor requirements
- Track employee activity
- Attend walk throughs with site-supervisor and provide feedback

***Site Supervisor* (2010 – 2014)**

- Available at all times to respond to customer or employee requests
- Direct oversight of day porters and night crew
- Responsible for ordering, stocking and maintain supply and equipment
- Assist with accident and incident investigations
- Advocate for employees and make recommendations for promotions

***Lead Janitor* (2007 – 2010)**

- Instruct staff on proper cleaning and maintenance guidelines
- Performs general janitorial duties including dusting, mopping, vacuuming, restocking supplies, etc.
- Unlock/lock doors before and after cleaning
- Report damages, liaison between janitorial crew and site-supervisor as needed

Rene Zaragoza

Rene.z@usmetrogroup.com
(805) 816-0724

Experience

US Metro Group, Inc., Ventura, Oxnard, CA

***Project Manager* (2017 – Present)**

- Manages city contracts
  - City of San Buenaventura
  - City of Oxnard
    - Parks Restrooms
- Responsible for creating work schedues and enforcing compliance with company and labor requirements
- Recruit for talent to keep labor pool active for call-offs
- Ensure customer satisfaction
- Assists with hands on equipment trainings
- Conduct weekly walk throughs with site-supervisor and provide feedback
- Able to perform scope of work at any given time
- Resolve conflicts between employees

***Site Supervisor* (2015 – 2016)**

- Available at all times to respond to customer or employee requests
- Direct oversight of day porters and night crew
- Responsible for ordering, stocking and maintain supply and equipment
- Reporting and investigating accident and incidents
- Advocate for employees and make recommendations for promotions

Members Building Maintenance

***Truck Driver* (2008 – 2011)**

11.0

Please see section 5.0

Attachment C: References

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of San Buenaventura
Address:	336 Sanjon Road, Ventura, CA 93001
Contact person:	Barbara McCormack
Email address:	bmccormack@cityofventura.ca.gov
Telephone address:	(805) 652-4539
Project name:	Janitorial Services - City Facilities
Dates worked performed:	1996-Current
Summary of scope of services:	860,000 SF, (58) locations
Project cost:	$1,164,000 annually

Reference 2	
Company name:	County of Monterey
Address:	168 W. Alisal St., 2nd Fl., Salinas, CA 93901
Contact person:	Patricia Lopez
Email address:	lopez@co.monterey.ca.us
Telephone address:	(831) 755-8998
Project name:	Countywide Custodial Services
Dates worked performed:	2014-Current
Summary of scope of services:	720,953 SF, (26) locations
Project cost:	$288,000 annually

Reference 3	
Company name:	GSA - Social Security Administration
Address:	1200 Rev. Abraham Woods Jr. Blvd., Birmingham, AL
Contact person:	Edward Screven

Email address:	escreven@corporaterealty1.com
Telephone address:	(205) 201-7983
Project name:	Janitorial Services Birmingham SS Admin. Building
Dates worked performed:	2012-Current
Summary of scope of services:	700,000 SF LEED Platinum Certified, Class A building
Project cost:	$638,324.00 annually

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

Current Accounts:

County of Orange /Health Care Agency/Public Works

Contact:	**Sam Barela**
Address:	**405 W. 5th St., Suite 203, Santa Ana, CA 92701**
Phone/Email:	**T: (714) 834-5598 / Sbarela@ochca.com**
Services Provided:	**Janitorial Services / (16) locations**
Contract Amount:	**$119,440.52 annually**
Year:	**2018-Current**

Las Virgenes Municipal Water District

Contact:	**Shawn Triplett, Facilities and Maintenance Supervisor**
Address:	**4232 Las Virgenes Road** **Calabasas, CA 91302**
Phone / Email:	**(818) 251-2250 /** Striplett@lvmwd.com
Services Provided:	**Janitorial Services / (15) locations**
Contract Amount:	**$158,395 annually**
Year:	**January 2018 – Current**

Viacom CBS Teen Mom

Contact:	**Lupita Carranza**
Address:	**345 Hudson** **NY, NY 10014**
Phone / Email:	**(817) 938-0704 / Lupita.Carranza@viacommix.com**
Services Provided:	**Janitorial Services / (85) locations nationwide**
Contract Amount:	**$732,230 annually**
Year:	**August 2020 - Current**

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

US Metro Group, Inc. has no failures or refusal to complete a contract, to report.

Previous Accounts

Smart & Final

Contact:	**Ronnel Jamar**
Address:	**600 Citadel Dr. Commerce, CA 90040**
Phone/Email:	**T: (323) 513-7216 / Ronnel.Jamar@smartandfinal.com**
Services Provided:	**Janitorial Services / Corporate Office & Warehouse**
Contract Amount:	**$959,352.00 annually**
Year:	**2011-2020 / Janitorial Services**

Detroit Public Schools

Contact:	**Angela Brantley**
Address:	**1601 Farnsworth St. Bldg. C Detroit, MI 48211**
Phone/Email:	**T: (313) 218-5534 / Angela.Brantly@detroitk12.org**
Services Provided:	**Janitorial Services / (37) locations**
Contract Amount:	**$18,361,440.00 annually**
Year:	**2014-2018 / Janitorial Services**

Attachment D: Statement of Bidder's Past Contract Disqualifications

135 S. State College Blvd.
Suite 200
Brea, CA 92821
(213) 382-6435

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No __X__

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

Attachment E:
City of Oxnard Signature Sheet /Affidavit

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Evelyn Kim

depose and say that I am Chief Executive Officer
("Sole Owner", "A Partner", "President", or other proper title)

of US Metro Group, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

August, 27, 2021

Attachment F:
Local Business Qualification Affidavit

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Not applicable

Physical Address:

Phone: E-Mail:

Date Principal Business Address Established: No. of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

City Business License No.: Taxpayer Identification No. (TIN):

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Signature of Company Official Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

A. Recruiting and Retaining Qualified Workers

US Metro Group, Inc. has in place proven policies, procedures, and programs to effectively recruit and retain qualified workers. We understand that the key to any successful business endeavor is the quality of the people involved. We have been servicing the City of Oxnard for nearly two decades and will continue to use our best people in all positions to ensure that the City receives quality service, on time, within budget.

US Metro Group, Inc.'s staff consists of a blend of talented personnel, top quality local hires, and a highly-skilled management team. The Principal Supervisor and On-Site Staff will be comprised of multi-skilled employees with the proper skill mix to meet the unique needs of the City. These employees will continue to receive functional cross training, creating flexibility within our work force and allowing us to put people where the work is. This allows us to minimize staffing, which results in a direct cost savings to the City of Oxnard.

We have also found that cross-training carries with it an additional benefit, in that workers enjoy the diversity permitted by being able to work on multiple facets of a job, as opposed to working on the same task repeatedly. This has resulted in increased job satisfaction and increased productivity. Our classifications encourage advancement through a defined career path and merit pay increases.

Our interview and selection process is based upon procedures that have proven successful at other counties and government municipalities. Management interviews potential candidates to assess their overall suitability. Senior janitors assist in the interview process, as required, confirming job knowledge.

Following the pre-qualification interview, candidates must successfully complete multiple qualifications prior to training and assignment to a customer site. These include personal reference checks, employer verifications, and our final process: the background check and drug trusting, which complies with our partners' processes. We employ Veritable Screening for all our pre-employment, random, and post-accident checks and investigations.

B. Training

The safety of US Metro Group, Inc.'s employees is an important objective for our company. Our policy is to provide and maintain safe and healthful working conditions, and to follow operating practices that will safeguard all employees, and result in safe working conditions, and efficient operations. Safety responsibilities lie with both the individual and the company as a whole. US Metro Group, Inc. provides a multi-phase janitorial services training program and a complete Safety Training program for all janitors on-site.

- Training begins at the new-hire point of employment.
- Further training takes place in the form of on-the-job training at the start of service under US Metro Group, Inc.'s site supervisors.
- Additional training is scheduled in anticipation of new cleaning products or procedures, and at regulatory suggested frequencies.
- A response to incidents will include a subsequent training schedule including area janitors as well as site janitors.

Employees' initial one-week training with US Metro Group, Inc. will be provided with on-site supervision of performance in the everyday routine of janitorial services, as a participant observer, in a familiar language. Employees will be provided with five (5) hours of scheduled instruction immediately after hire consisting of: (1) regular cleaning tasks; (2) chemicals and their safe use; (3) tools and equipment, including their safe use and proper maintenance; (4) restroom service; and (5) floor care service.

C. Safety Training Process

- 5+ Hours Orientation for New Hires
- Ongoing 6 Hours of Additional Safety Training Annually
- Monthly Safety Meeting (Interactive and Topic Driven)
- Regional Trainer Monthly Visits (Hands-On)
- Quarterly Incident Review and Improvement

Topics Covered (include, but are not limited to):

1. Cal/OSHA's Injury and Illness Prevention Program standard
    - Identification of Hazards
    - Understanding Accident Types
2. Cal/OSHA's Hazard Communication standard
    - Corrections of Hazards
    - Safety Data Sheet (SDS)
    - Accident Reporting & Investigations
    - Post Exposure Evaluation
3. Emergency Action Plan Standard
    - Identification of Emergencies
    - Safe & Orderly Evacuation
    - Report of Emergencies
4. Blood Borne Pathogens
    - Types of Blood Borne Pathogens
    - Decontamination Procedure
    - Proper Hand Wash Technique
5. Personal Protective Equipment
    - Appropriate Engineering Controls
    - Individual Protection Measures
6. Pandemic Safety
    - Proper Enhanced Cleaning Procedure
    - Minimize Spread of Disease
    - Safety Distance & Self-Quarantine
7. Slips and Falls

- Spill Scale Awareness
- Immediate Actions
- Report of Work Injury

8. Collection and Disposition of Trash and Recyclables
    - Types of Trash
    - Proper Collection & Disposition of Waste

*A copy of our training programs and sign-in sheets will be available upon request.

D. Special Training

Floor care machines require special attention and skill in their maintenance and use. US Metro Group, Inc. provides all employees the opportunity to learn about and become experts on high-speed floor and carpet machines. Each employee who takes advantage of this opportunity will receive at least five (5) hours of explanation and hands-on training.

E. Disciplinary Procedures

Employees will be trained in safe work practices when hired and when new substances, processes, or equipment are introduced into the workplace. If unsafe work practices are observed, the employee will be retrained to ensure that they comply with safe work practices.

Employees are expected to follow safe work practices at all times. Violations of safe work practices will result in the following disciplinary procedures:

First Offense:	Verbal Warning
Second Offense:	Written Warning
Third Offense:	Suspension or Termination
Fourth Offense:	Termination

The employee and management will agree on an appropriate time to correct unsafe behavior.

Management reserves the right to terminate any employee for a serious and willful violation of a safety practice such as using drugs or alcohol on the job, rendering a machine guard or safety switch inoperable, fighting, etc.

F. Dedication to Perform in Excellence

A robust implication of employee trainings is essential just as many segments of employer responsibilities are. US Metro Group, Inc. believes safety must be stressed from the employee's first day of work through his/her entire career. Through repetitious on-the-job and classroom training, US Metro Group, Inc. will continue to implement the highest level of excellence in educating our staff to ensure City of Oxnard's janitorial needs are met.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9

DATE: December 21, 2021

TO: City Council

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

SUBJECT: Second Amendment to County of Ventura and Ventura County Watershed Protection District Agreement A-8295 - Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-8295 with the County of Ventura and the Ventura County Watershed Protection District in the amount of $71,288.54 for a new not to exceed contract amount of $232,958.54 and to extend the term to December 31, 2022, for the City of Oxnard's share of Harbor Beaches of Ventura County Total Maximum Daily Load special studies and compliance actions.
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

BACKGROUND

On November 1, 2007, the Los Angeles Regional Quality Control Board amended the Water Quality Control plan for the Los Angeles region to incorporate the Harbor Beaches of Ventura County Bacteria Total Maximum Daily Load (TMDL). This TMDL sets the calculation of the maximum amount of bacteria allowed to enter Kiddie Beach and Hobie Beach, so that the water bodies meet water quality standards set forth by the State. Subsequently, the City of Oxnard (City), the County of Ventura (County), and the Ventura County Watershed Protection District (District) were listed as the TMDL responsible parties.

On October 19, 2016, the City, County, and District entered into a Memorandum of Agreement (MOA) to provide equal cost sharing for the Harbor Beaches bacteria TMDL compliance evaluation and reporting for a term of three (3) years and with the City's total share of $161,670 ($53,890 per year). On January 1, 2018, the Parties entered into a new MOA A-8295 specifically focused on meeting wet weather waste load allocations as part of TMDL compliance.

The MOA requires the three (3) parties to work together to conduct water quality testing, studies, field investigations, and other required actions that would inform TMDL wet weather compliance alternatives at the Ventura County Harbor Beaches. On January 1, 2021, the parties agreed to extend the MOA through December 31, 2021 with an administrative amendment. Previous and ongoing studies were completed in 2021 with a recommendation that a Groundwater Study be conducted to assist in the identification of the source of bacteria during wet weather.

The County currently conducts weekly water quality sampling at both beaches for total coliform, e.coli, and enterococcus bacteria. If any one of the three samples exceeds state standards, warning signs are posted immediately. The County website and telephone hotline are also updated. During the Dry Weather Season (April to October), resamples are conducted on the same day or the following day. Warning signs are removed only after resampling results meet state water quality standards. During the Wet Weather Season, (November – March) resampling is not completed so the warning signs stay posted for at least a week or until regular weekly samples meet state standards.

There are permanent signs posted at both beaches that describe the work that was completed as part of the water quality action plan effort and a sign at Hobie Beach that indicates water quality has not always met state bacteria standards and

that body contact should be avoided.

DISCUSSION

The Groundwater Study was developed as a result of previous studies and includes the construction of six (6) groundwater monitoring wells at locations near Kiddie and Hobie Beaches. The purpose of the six (6) wells is to sample and test for bacteria in the near shore groundwater.

During the 2019-2020 wet weather season, sampling results in the storm drain system indicated high levels of specific types of bacteria, as well as widely distributed, but varying detections of markers associated with sewage contamination.

The main goals of the Groundwater Study are:

1. Confirm the presence of bacteria in groundwater adjacent to Kiddie and Hobie Beach.
2. Provide information as to the source of contamination.

This Amendment to increase the current agreement by $71,288.54 will fund the City's share of this Groundwater Study.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The projected cost for this one-year extension with the County of Ventura is $71,288.54 with an anticipated cost of $64,488.54 in Fiscal Year 2021-22. There is sufficient Fiscal Year 2021-22 existing appropriations from Storm Water Operating Fund 114 (account 114-3501-804-8209). Funding for the remaining contract balance will be requested in the Fiscal Year 2022-23 recommended budget.

MOA Amendment Spending plan			
Division	**FY 21-22**	**FY 22-23**	**Amendment Total**
Storm Water	$64,488.54	$6,800.00	$71,288.54

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval. This staff report has been updated from what was presented at the Committee meeting to include language on water quality sampling at both beaches.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. County of Ventura MOA - A-8295(A2)
2. A-8295 County of Ventura and Amendment

AMENDMENT TO THE MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

This Amendment ("MOA Amendment") to the Memorandum of Agreement to Provide Equal Cost Sharing for Harbor Beaches of Ventura County Bacteria Total Maximum Daily Load (TMDL) Special Studies and Compliance Actions ("MOA") is entered into effect on July 1, 2021, among the following entities: City of Oxnard ("City"), County of Ventura ("County"), and Ventura County Watershed Protection District ("District") (collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the MOA, attached hereto and incorporated herein by reference, was executed for cost sharing for Harbor Beaches of Ventura County Bacteria Total Maximum Daily Load (TMDL) Special Studies and Compliance Actions, effective January 1, 2018;

WHEREAS, the Extension No. 1 to MOA, attached hereto and incorporated herein by reference, extended the term of the MOA to December 31, 2021;

WHEREAS, the Parties desire to continue their support for Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions as required by the Harbor Beaches of Ventura County (Kiddie Beach and Hobie Beach) Bacteria TMDL by extending the term of the MOA through December 31, 2022, to fund a Groundwater Special Study at Kiddie and Hobie Beaches per Southern California Coastal Water Research Project's Conceptual Work Plan dated May 18, 2021 (Special Study) provided in Exhibit C; and

WHEREAS, the Channel Islands Beach Community Services District (CIBCSD) may wish to join the MOA Amendment to cost share the Special Study.

NOW, THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed by the Parties that:

1. The term of the MOA shall be extended an additional 12 months, ending on a new termination date of December 31, 2022.

2. The Parties agree to actively support the effort of Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions during the term of the MOA Amendment by funding equal contributions of the total cost of the Groundwater Special Study at Kiddie and Hobie Beaches activities in accordance with the proposed budget in Exhibit A.

3. The Parties agree to carry over a balance of $158,434.38 (one hundred fifty-eight thousand four hundred thirty-four dollars and thirty-eight cents) from the existing MOA

and MOA Extension No.1 to cover a portion of the Fiscal Year (FY) 2021-2022 Contribution, as documented in Exhibit A.

4. Each of the Parties agrees to submit payment in accordance with the proposed payment schedule in Exhibit A, within 90 calendar days of receipt of the invoice from the Lead Agency, to fund special study activities through December 31, 2022.

5. Channel Islands Beach Community Services District (CIBCSD) may become a party to this MOA Amendment by giving notice in the manner provided in Exhibit B, which is attached hereto and incorporated herein by this reference, to all Parties. If CIBCSD elects to become a party to this MOA Amendment, CIBCSD agrees to pay the Lead Agency, County of Ventura, for groundwater special study not exceeding $20,000.00 (twenty thousand dollars) in Fiscal Year (FY) 2021-2022 as shown in Exhibit A and based on the cost allocation formula and the total estimated cost, attached hereto and made part of the MOA Amendment by this reference. If CIBCSD joins this MOA Amendment after the other Parties have already paid the Lead Agency based on the calculation without CIBCSD, within ninety (90) calendar days of receipt of CIBCSD's payment, the Lead Agency shall submit to each Party a payment for the difference between what that Party actually paid and what that Party owes once CIBCSD is a party to the MOA Amendment.

6. Any notice pursuant to this MOA Amendment shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency —
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 645-1382

To the City of Oxnard —
Jan Hauser
City of Oxnard
6001 Perkins Road
Oxnard, CA 93033
Phone (805) 271-2205 or (805) 844-5501

To the Ventura County Watershed Protection District —
Arne Anselm
VCPWA-Watershed Protection
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 654-3942

To the Channel Islands Beach Community Services District —
Pete Martinez
CIBCSD
353 Santa Monica Dr
Oxnard, CA 93035
Phone: (805) 985-6021

7. All Obligations of the Parties under the MOA shall remain full force and effect unless modified in this MOA Amendment.

In Witness Whereof, the Parties have executed this MOA Amendment on the date on the date opposite their respective names.

SIGNATURE PAGE

By the authorized signatures below the Parties agree to the MOA Amendment and agree to provide for equal cost sharing for the Groundwater Special Study at Kiddie and Hobie Beaches through December 31, 2022.

City of Oxnard

_____ Date: _____
John C. Zaragoza, Mayor

_____ Date: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Stephen Fischer, City Attorney

County of Ventura, Ventura County Public Works Agency

Jeff Pratt Date: 9/20/21
Jeff Pratt, P.E., Director

Ventura County Public Works Agency - Watershed Protection

Date: 9/16/2021
Glenn Shephard, P.E., Director

Exhibit A

Project Cost

Fiscal Year	Consultant Services Cost	Lead Agency 2% Administration Fee	Total Cost	Cost Per MOA Party (City, County, VCPWA-WP)	Cost Per MOA Party (If CIBCSD Joins MOA Amendment; City, County, VCPWA-WP, CIBCSD*)
2021-2022	$345,000.00	$6,900.00	$351,900.00	$117,300.00	$87,975.00
2022-2023	$20,000.00	$400.00	$20,400.00	$6,800.00	$5,100.00
Total Groundwater Special Study	**$365,000.00**	**$7,300.00**	**$372,300.00**	**$124,100.00**	**$93,075.00**

Cost Sharing Distribution and Payment Schedule

MOA Party	Total Cost	MOA Balance	Additional Contributions	FY 2021-2022 Contributions	FY 2022-2023 Contributions
County of Ventura	$124,100.00	$52,811.46	$71,288.54	$64,488.54	$6,800.00
City of Oxnard	$124,100.00	$52,811.46	$71,288.54	$64,488.54	$6,800.00
VCPWA-Watershed Protection	$124,100.00	$52,811.46	$71,288.54	$64,488.54	$6,800.00
Total	**$372,300.00**	**$158,434.38**	**$213,865.62**	**$193,465.62**	**$20,400.00**

Cost Sharing Distribution and Payment Schedule (if CIBCSD Joins MOA Amendment)

MOA Party	Total Cost	MOA Balance	Additional Contributions	FY 2021-2022 Contributions	FY 2022-2023 Contributions
County of Ventura	$117,433.34	$52,811.46	$64,621.88	$57,821.88	$6,800.00
City of Oxnard	$117,433.33	$52,811.46	$64,621.87	$57,821.87	$6,800.00
VCPWA-Watershed Protection	$117,433.33	$52,811.46	$64,621.87	$57,821.87	$6,800.00
CIBCSD	$20,000.00	$0	$20,000.00	$20,000.00	$0
Total	**$372,300.00**	**$158,434.38**	**$213,865.62**	**$193,465.62**	**$20,400.00**

Exhibit B

Notice to All Parties of Channel Island Beach Community Services District's Election to Join the MOA Amendment

Date of Notice: _____

Pursuant to Section 5 of the MOA Amendment titled "Addendum to the Memorandum of MOA Amendment Among City of Oxnard, County of Ventura, and Ventura County Watershed Protection District (Parties) to provide equal cost sharing for Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions", entered into effect on July 1, 2021 (MOA Amendment), which is incorporated herein by this reference, the Channel Islands Beach Community Services District (CIBCSD) elects to join the MOA Amendment. In joining the MOA Amendment, CIBCSD agrees to all provisions of the MOA Amendment, including all of the benefits and burdens bestowed upon CIBCSD due to the provisions of the MOA Amendment, and CIBCSD asserts that it shall comply with all provisions in the MOA Amendment. Thus, CIBCSD shall become a party to the MOA Amendment such that the term "Party" used therein shall apply to CIBCSD and the term "Parties" used therein shall include CIBCSD.

The date whereby CIBCSD shall join the MOA Amendment, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, CIBCSD shall provide this Notice to all other parties to the MOA Amendment in the manner required by Section 6 of the MOA Amendment.

By _____ Date: _____
John C. Zaragoza, Mayor

APPROVED AS TO FORM AND PROCEDURE:

By _____ Date:_____
Stephen M. Fischer, City Attorney

Exhibit C

Conceptual Work Plan for

2021 Groundwater Study at Kiddie and Hobie Beaches, Channel Islands Harbor, California

Prepared by Southern California Coastal Water Research Project
Dated May 18, 2021

Exhibit C

2021 Groundwater Study at Kiddie and Hobie Beaches, Channel Islands Harbor, California

Conceptual Work Plan

Prepared by
Southern California Coastal Water Research Project

Prepared for

City of Oxnard
County of Ventura
Ventura County Public Works Agency - Watershed Protection

May 18, 2021

Background

During the winter of 2017-2018, SCCWRP performed a study at Kiddie and Hobie Beaches immediately following rainstorms and found moderate to high levels of fecal indicator bacteria (FIB), with water quality exceedances ranging from 10-64% of the samples taken at the beaches and offshore sites. We also measured moderate to high human-associated molecular marker concentrations across storms (log_{10} 1.5-2.7 gene copies per 100ml) with similar concentrations at beach sites and offshore sites at both beaches. We saw no gradient of bacteria between the shoreline and directly offshore of the beach, nor did we see a gradient across the beach. The high and consistent levels of FIB and human fecal marker concentrations in the water suggested contributions from both local and remote sources. High levels of FIB (73-100% exceedance) and a wide range of human-associated genetic marker concentrations (BD- log_{10} 2.5 copies per 100ml) observed in the pump station sump at Kiddie Beach suggest the storm drain outfall is likely a point source for FIB and human marker, but due to the relatively small area it serves is unlikely to be the primary source of human marker seen across and offshore of the beaches.

The persistence of FIB and human fecal marker concentrations in the water also suggested contributions from local and remote sources of contamination. Although levels of human marker in the pump station sump at Kiddie Beach suggest the storm drain outfall is a likely point source of human contamination, the concentrations in the sump were not high enough to explain the levels of human marker seen across and offshore of the beaches. Consistent human marker levels in the first samples following rain across the beach may also suggest a common source at these sites, possibly exfiltration of contaminated groundwater or contamination flowing to the ocean from the Upper Harbor.

A source tracking study in the storm drains which discharge to Kiddie and Hobie Beach performed during 2019-2020 found little flow or contamination during dry weather. In wet weather, high FIB concentrations were measured throughout the storm drains. The study also measured widely distributed, but varying detections of microbial human fecal markers and chemical markers associated with sewage contamination. This suggests distributed sources of human fecal contamination, including contaminated groundwater.

This Study Plan updates Task 1 from the Conceptual Work Plan

The main goals of this study are:

(1) Determine the average load of FIB and human fecal markers being discharged to Kiddie and Hobie Beach during rain storms from the San Nicholas Pump Station and from the street drain at the North end of Hobie Beach.
(2) Confirm or rule out the presence of human sewage in stormwater conveyances, and in combination with goal 1, provide actionable information to managers as to the location of sources of human fecal contamination in the storm drain system which feeds the pump station.
(3) Confirm or rule out the presence of human sewage in groundwater hydrologically connected to Kiddie and Hobie Beach to provide further information as to the location of the sources of human fecal contamination to the storm drain system and especially to the pump station vault.

Approach

The main strategy for the study is to determine FIB and human molecular marker loading from the various discharges into the Harbor. In addition, we will also measure chemical sewage markers as a confirmation of human fecal contamination in the discharges. Together these results will provide a better understanding of the magnitude of human fecal contamination and allow managers to prioritize remediation efforts.

Measuring the FIB and molecular human source tracking marker concentrations, as well as the chemical sewage markers in the discharges will require different approaches for the storm drains and the groundwater. The main discharge to Kiddie and Hobie Beaches is the San Nicholas Pump Station, which discharges large parcels of stormwater very quickly through a largely inaccessible pipe, while the smaller discharge at the northern end of Hobie Beach is completely submerged at high tide. Grab samples will be taken at regular intervals over the first 12 hours of the storm from tributaries in the storm drain system which flow to the pump station to determine if there is a point source of microbial contamination. Grab samples will also be taken over the same intervals from the smaller discharge N of Hobie Beach, while composite samples will be taken from the pump sump. FIB and genetic source tracking marker concentrations, coupled with flow data, will be used to determine loading from the pump station.

For groundwater, the approach will rely on a picket line of groundwater wells between Kiddie and Hobie Beach and the watershed and storm drains discharging to the beach. The wells will be drilled deep enough to account for changing levels over the tidal cycle and to provide sampling access to both the shallow freshwater and deeper saltwater. Grab samples from at least 2 depths in the wells will be taken at regular intervals and the sampling effort will be focused around the 12-hour period starting with the ebbing to low tide finishing with the high tide, to capture the greatest movement of groundwater in the watershed.

Concentrations of total coliforms, *E.coli*, *Enterococcus*, and genetic source tracking markers specific to human contamination will be measured in all samples. Other genetic source tracking markers specific to birds, dogs, or cattle, may be employed to detect non-human sources if necessary. Concentrations of chemical sewage markers from pharmaceutical and personal care products, such as ibuprofen, sucralose, and carbamazepine, will be measured in the discharge samples and groundwater samples.

Specific Tasks

Task 1 a-c. Dry and Wet Weather Microbial Source Tracking and Loading in the Discharge to Kidde and Hobie Beach

In Tasks 1a and 1b, FIB, molecular source tracking marker, and chemical sewage marker concentrations and loading from discharges to Kiddie and Hobie Beach will be measured. Three storms will be targeted for the first task of the study, with a minimum storm threshold of >0.2”. Samples will also be taken from 8 sites in the catchment to determine if there are individual “hot” tributaries that that can be targeted for mitigation (Fig 1).

Flow from the pump-house will be calculated using the pump rate and elapsed pumping time. Concentrations measured in the pump house during the storm will then be used to determine loading. At the smaller discharge to the North of Kidde Beach only the initial load will be calculated. Due to the small size of this drain, it is assumed that after the initial flushing of the drain and associated vault, a negligible amount of additional microbial contamination is added to the harbor. Grab samples will be taken during the first storm to confirm this assumption.

At all sites, grab samples will be collected the day prior to rain. At the pump house time-weighted samples will be composited at regular intervals until the pump discharges into the harbor. At that point, the receptacle will be replaced, and a new composite will begin. Combining the composite concentrations with the pump rate and run times will generate a loading calculation.

Grab samples will be collected at the onset of rain and then every 3 hours during the first 12 hours of rain at the tributary sites and the North harbor drain. At the North harbor drain, this will provide a confirmation that it is not an appreciable source and that the estimate of loading is adequate. In the storm drain tributary sites, these samples will identify legs with high concentrations throughout the main part of the storm as well as determine whether there are areas with consistently high contamination storm-to-storm.

Tasks 1a-c will produce a technical memo on the concentrations of FIB, molecular source tracking markers, and chemical source tracking in the catchment leading to the pump and loading estimates from the pump and the N Hobie Beach drain. Point sources identified in the catchment will be highlighted for management action.

Task 1 d-f. Dry Weather Microbial Source Tracking in Groundwater at Kidde and Hobie Beach

Task

In Tasks 1d and 1e, FIB, molecular source tracking marker, and chemical sewage marker concentrations and loading from groundwater hydrologically connected to Kiddie and Hobie Beach. Two spring tide events will be targeted. Groundwater samples will be collected at up to 6 wells (Fig. 2) from two depths which will vary over the tidal cycle.

The wells are spaced to form a picket line that should capture the spatial variability in the groundwater discharging to Kiddie and Hobie Beach (Fig 2). The wells on each end of the line are placed next to the main storm drain near drain 1 and near Drain 9. Two of the remaining wells are placed across Kiddie Beach and two across Hobie Beach in Tasks 1a-b. This should capture the spatial variation in the groundwater connected to the storm drains, the pump station vault, the drain 9 vault, and the beaches.

The groundwater wells will be fitted with a casing that allows groundwater to flow uninhibited through the well. Prior to the sampling events, groundwater depth and salinity will be measured over a spring tide cycle in order to determine the placement of sampling devices. Groundwater samples will be collected during the period starting with the ebbing to low tide, continuing through the flow tide and finishing at the high tide. Samples will be collected every 2 hours during this cycle from two depths at each time point. The depths will be adjusted based on the groundwater depth at each stage of the tidal cycle sampled. This will capture the shallower fresh water and the deeper mixed brackish water, which will be identified by salinity.

Task 1d-f will produce a technical memo on the concentrations of FIB, molecular source tracking markers, and chemical source tracking in the catchment leading to the pump and loading estimates from the pump and the N Hobie Beach drain. Point sources identified in the catchment will be highlighted for management action.

Analysis Methods

Salinity and water temperature will be measured using a conductivity salinity probe and depth sensor. Total coliforms, *E. coli*, and *Enterococcus* will be measured using IDEXX technology: Colilert-18 and Enterolert. We will use digital PCR (dPCR) to quantify the *Enterococcus* genes and the molecular source tracking markers (Steele et al. 2018).

Chemical sewage markers such as carbamazepine (an anticonvulsant pharmaceutical), sucralose (an artificial sweetener), and ibuprofen (an anti-inflammatory pharmaceutical) will be extracted from the stormwater and measured using the high-performance liquid chromatography/mass spectrometry/mass spectrometry (HPLC MS/MS) approach (as in EPA Method 1694 or similar).

Summary of Products and Schedule

The following table summarizes the proposed products and deadlines for each task. The schedule assumes work on tasks 1d-f will begin July 2021

Task	Product	Date
Task 1a-c: Kiddie and Hobie Beach Discharge Tracking	Sampling Laboratory Analysis Interim memo of Results	December 2019 April 2020 August 2020
Task 1d-f: Kiddie and Hobie Beach Groundwater study	Sampling Laboratory Analysis Interim memo of Results	November 2021 February 2021 June 2022

Cost Schedule

The following table summarizes the estimated lump sum costs for each task. Line item budgets can also be provided.

Task 1 Kiddie and Hobie Beach Microbial Source Tracking	Total Cost
Task 1a: Kiddie and Hobie Beach Discharge Microbial Source Tracking	$230,000
Task 1b: Chemical Sewage Marker Confirmation	$225,000
Task 1c: Data Synthesis and Reporting	$15,000
Task 1d: Kiddie and Hobie Beach Groundwater Well Microbial Source Tracking and Groundwater analysis	$195,000
Task 1e: Chemical Sewage Markers in Groundwater Well	$75,000
Task 1f: Data Synthesis and Reporting	$25,000
Initial Budget for Task 1	**$470,000**
Estimated Budget Spent	**-$240,000**
Estimated Budget Remaining	**$230,000**
Additional Budget Requested	**$65,000**
Total for Expanded Task 1	**$575,000**

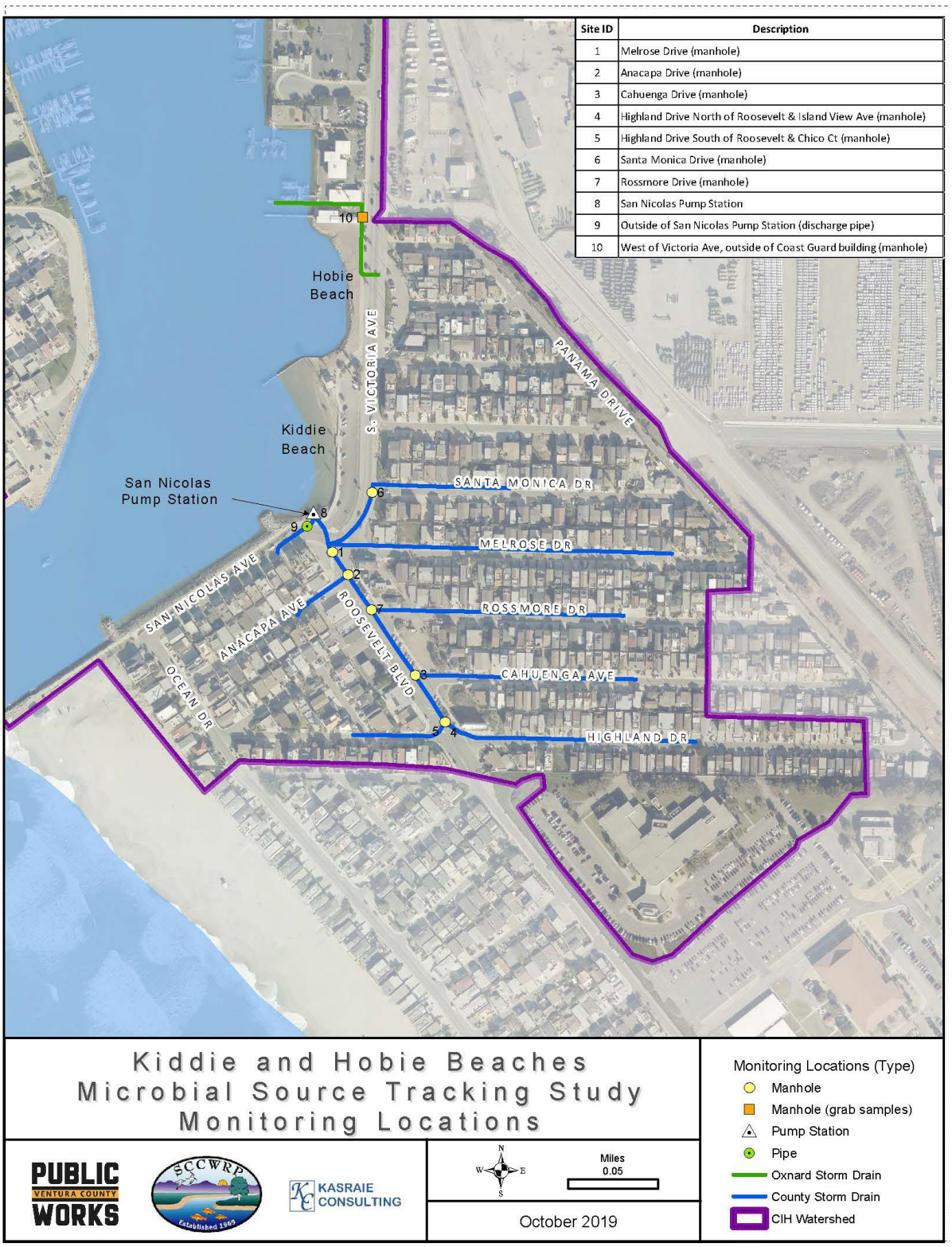


Figure 1. Sampling Locations Selected for Task 1a-c "Kiddie and Hobie Beach Discharge Tracking"

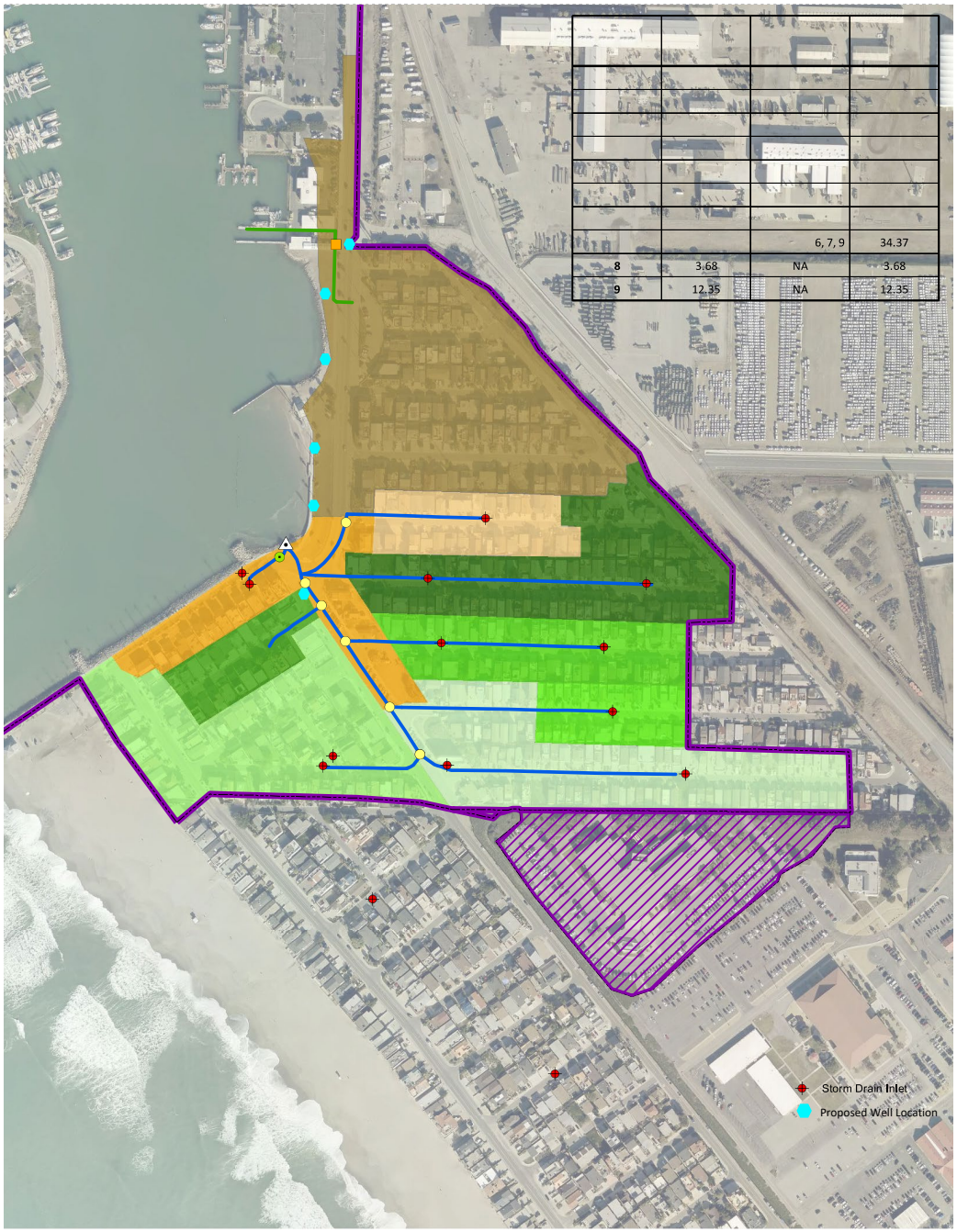


Figure 2. Map of Stormdrains discharging to Kiddie and Hobie Beach with storm drain sampling locations and proposed groundwater well sites.

References

Cao, Y., M.R. Raith, J.F. Griffith. 2015. Droplet digital PCR for simultaneous quantification of general and human-associated fecal indicators for water quality assessment. *Water Research* 70:337–349

Griffith, J.F., B.A. Layton, A.B. Boehm, P.A. Holden, J.A. Jay, C. Hagedorn, C.D. McGee, S.B. Weisberg. 2013. The California Microbial Source Identification Manual: A Tiered Approach to Identifying Fecal Pollution Sources to Beaches. Technical Report 804. Southern California Coastal Water Research Project. Costa Mesa, CA.

Steele, J.A., A.D. Blackwood, J.F. Griffith, R.T. Noble, K.C. Schiff. 2018. Quantification of pathogens and markers of fecal contamination during storm events along popular surfing beaches in San Diego, California. *Water Research* 136:137-149.

SWRCB. 2015. California Ocean Plan. State Water Resources Control Board. Sacramento, CA http://www.swrcb.ca.gov/water_issues/programs/ocean/docs/cop2015.pdf

USEPA 2007. Method 1694: Pharmaceuticals and Personal Care Products in Water, Soil, Sediment, and Biosolids by HPLC/MS/MS USEPA Office of Water. Washington, DC EPA-821-R-08-002

A-8295

MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

This Memorandum of Agreement ("MOA" or "Agreement") is entered into effect on January 1, 2018, among the following entities: City of Oxnard ("City"), County of Ventura ("County"), and Ventura County Watershed Protection District ("District") (collectively referred to as the "Parties" and individually a "Party").

RECITALS

WHEREAS, on November 1, 2007, under Resolution No. 2007-017, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the Water Quality Control Plan for the Los Angeles Region (Basin Plan) to incorporate the Harbor Beaches of Ventura County (Kiddie Beach and Hobie Beach) Bacteria Total Maximum Daily Load (TMDL);

WHEREAS, on October 8, 2008, the State Water Resources Control Board approved the TMDL, which went into effect on December 18, 2008;

WHEREAS, the TMDL listed the City, the County, and the District as responsible parties for Municipal Separate Storm Sewer System (MS4) Waste Load Allocations (WLAs). Consistent with 40 C.F.R. § 122.26(a) (3) (vi), each co-permittee is only responsible for discharges from the MS4s for which it is an operator;

WHEREAS, on October 19, 2016, the City, the County, and the District entered into a memorandum of agreement titled "Memorandum of Agreement between the City of Oxnard, the County of Ventura, and the Ventura County Watershed Protection District (Parties) to Provide Equal Cost Sharing for Harbor Beaches of Ventura County Bacteria TMDL Compliance Evaluation and Reporting," which shall remain in effect until June 30, 2019; and

WHEREAS, the Parties are required to meet wet weather WLAs as part of Harbor Beaches of Ventura County Bacteria TMDL compliance beginning December 18, 2018.

NOW, THEREFORE, for valuable consideration, receipt for which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term of this Agreement shall begin on January 1, 2018, and end on December 31, 2020.

2. The Parties agree to actively support the water testing, special studies, field investigations, and actions towards wet weather Harbor Beaches of Ventura County Bacteria TMDL compliance. During the term of this Agreement, the Parties agree to fund *equal contributions* of the total cost for the consultant services, which shall not exceed one hundred sixty one thousand six hundred seventy dollars ($161,670.00) per year, in accordance with the proposed budget in Exhibit A, which is attached hereto and incorporated by this reference herein.

3. Each Party shall submit payment within ninety (90) calendar days of receipt of an invoice from the Lead Agency to fund its share of the wet weather Harbor Beaches of Ventura County Bacteria TMDL compliance efforts, including the administration fee described in section 5, below.

4. County shall act as the Lead Agency under this Agreement and do all of the following:

   A. Award and administer contracts for consultant services to conduct the wet weather Harbor Beaches of Ventura County Bacteria TMDL compliance efforts. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least: 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; 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; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

   B. Furnish the Parties an annual accounting of the cost of the wet weather Harbor Beaches of Ventura County Bacteria TMDL compliance efforts, within one hundred twenty (120) calendar days after the completion of the activities for that year, provided however, the Parties may grant an extension of time in writing to complete the annual accounting.

   C. Submit compliance effort reports to the RWQCB and Parties.

5. Each of the Parties agrees to pay a two percent (2%) administration fee to the Lead Agency for preparing and managing the contracts and budget for wet weather Harbor Beaches of Ventura County Bacteria TMDL compliance efforts. The administration fee will be calculated as a percentage of the annual consultant contract amount and equally cost shared among the Parties. In any case, this administration fee, when added to the costs of compliance efforts, shall not exceed each Party's contribution amount listed in Exhibit A.

6. Any Party may withdraw from this Agreement for any reason or for no reason at all by giving the other Parties written notice thereof at least thirty (30) calendar days prior to the end of each annual compliance period. The withdrawing Party shall be responsible for its allocated costs for the annual compliance period in which notice of withdrawal is given up

to the maximum amount shown in Exhibit A. The Lead Agency shall notify in writing RWQCB within fourteen (14) calendar days of receiving written notice from any Party that intends to withdraw from this Agreement. From the date of a Party's withdrawal or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this Agreement other than the indemnification and hold harmless provision. If a Party elects to withdraw before the end of the term of the Agreement, it is agreed that the other Parties may terminate this Agreement or execute a written modification of the existing cost allocation formula.

7. Each Party shall assume the defense of, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with the wet weather Harbor Beaches of Ventura County Bacteria TMDL compliance efforts, except to the extent such actions, damages, liabilities or claims have arisen from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by agreement of all Parties or by judgment by a court of competent jurisdiction. No party shall request a jury apportionment.

8. Compliance reports will remain in draft form until finalized and submitted to the RWQCB. Prior to such disclosure, no Party may share the report with members of the public without first notifying the Lead Agency unless so required by law or court order.

9. Waiver by a 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 any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

10. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of the Parties 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 all Parties which expressly refers to this Agreement.

11. No Party shall assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

12. 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.

13. Any person executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

14. 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 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.

15. Any notice pursuant to this Agreement Extension shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency —
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, CA 93009-1610

To the Ventura County Watershed Protection District —
Arne Anselm
Ventura County
Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610

To the City of Oxnard —
Rosemarie Gaglione
City of Oxnard
305 West Third Street—Third Floor
Oxnard, CA 93030

MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

Signature Page

By the authorized signature below the **COUNTY OF VENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the required Harbor Beaches of Ventura County Bacteria TMDL special studies and compliance actions.

Ventura County Public Works Agency

Jeff Pratt, P.E., Director

6/21/18
Date

MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

Signature Page

By the authorized signature below the **VENTURA COUNTY WATERSHED PROTECTION DISTRICT** agrees to the Agreement and agrees to provide for equal cost sharing for the required Harbor Beaches of Ventura County Bacteria TMDL special studies and compliance actions.

Ventura County Watershed Protection District

Glenn Shephard, P.E., Director

6/19/18
Date

MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

Signature Page

By the authorized signature below the **CITY OF OXNARD** agrees to the Agreement and agrees to provide for equal cost sharing for the required Harbor Beaches of Ventura County Bacteria TMDL special studies and compliance actions.

Signature: _____ Date: 10/26/18
Lisa Boerner, Purchasing Manager

APPROVED AS TO FORM:

_____ Date: 9/21/18
Stephen Fischer, Attorney

Exhibit A

Annual Cost Sharing Distribution Table

Estimated Annual Cost Compliance Efforts Period (July 1 – June 30)	Contract Amount
Compliance Evaluation and Reporting Estimate	$158,500.00
County 2% Administrative Fee	$ 3,170.00
TOTAL	$ 161,670.00

MOA Parties	Contribution Amount
County of Ventura	$53,890.00
City of Oxnard	$ 53,890.00
Ventura County Watershed Protection District	$ 53,890.00
Total	**$161,670.00**

EXTENSION NO. 1 TO THE MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

This extension to the Memorandum of Agreement ("MOA" or "Agreement") is entered into effect on January 1, 2021, among the following entities: City of Oxnard ("City"), County of Ventura ("County"), and Ventura County Watershed Protection District ("District") (collectively referred to as the "Parties" and individually a "Party").

The PARTIES agree to extend the existing MOA for 12 months commencing on January 1, 2021 and ending on December 31, 2021.

By the authorized signatures PARTIES agree to extend the existing MOA and agree to cost share remaining Harbor Beaches of Ventura County Bacteria TMDL special studies and compliance actions.

City of Oxnard

Daniel Willhite
Daniel Willhite (Jan 4, 2021 11:26 PST)
Dan Wilhite, Purchasing Manager

Date: Jan 4, 2021

APPROVED AS TO FORM:

for
Stephen Fischer, City Attorney

Date: 12-21-20

EXTENSION NO. 1 TO THE MEMORANDUM OF AGREEMENT
AMONG
CITY OF OXNARD, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR HARBOR BEACHES OF VENTURA COUNTY BACTERIA TMDL SPECIAL STUDIES AND COMPLIANCE ACTIONS

County of Ventura, Ventura County Public Works Agency

Jeff Pratt

Digitally signed by Jeff Pratt
Date: 2021.01.13 12:05:53 -08'00'

Jeff Pratt, P.E., Director

Ventura County Public Works Agency - Watershed Protection

Glenn Shephard

Digitally signed by Glenn Shephard
Date: 2021.01.05 08:47:12 -08'00'

Glenn Shephard, P.E., Director

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.10

DATE: December 21, 2021

TO: City Council

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

SUBJECT: Agreement A-8381 with Woodard & Curran, Inc., for the Utility Master Plan Update Project PW 21-83.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8381 with Woodard & Curran, Inc., in the amount of $899,239 for a term of two years for the Utility Master Plan Update Project, Specification No. PW 21-83. (Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

BACKGROUND

The City of Oxnard last adopted an Integrated Master Plan (Master Plan) in 2008. An integrated master plan is utilized to address the City's current and future utility infrastructure planning needs and integrates planning across sectors for optimized solutions. As the City continues to grow with development and redevelopment projects, the plan needs to be revised accordingly. Although an updated Master Plan was developed in 2015 it did not include the ultimate build-out of the water, wastewater, or stormwater hydraulic models. In addition, significant effort has been made to continue the improvement to utility infrastructure based upon the adopted Master Plan. The primary objectives of the proposed project include, but are not limited to the following:

- Update and upgrade the hydraulic models
- Calibrate models with field information
- Provide results for identified scenarios (i.e. peak demand, wet weather, system capacity)
- Identify shortfalls in the existing systems
- Provide a report documenting existing conditions

DISCUSSION

This project is primarily an update to the hydraulic models that are used to determine effects of future development, highlight upgrades that may be included as part of future Capital Improvement Programs, and provide a tool that can be integrated with the City's GIS and the Water Division's maintenance program.

The request for proposals (RFP) PW 21-83 for the Project was published on May 20, 2021, and all proposals were due on July 2, 2021. The City received three (3) proposals and all were reviewed by three (3) staff members consisting of the City Engineer, a supervising civil engineer, and a senior civil engineer. Interviews were held as part of the selection as well as reviewing costs, experience, qualifications and interviews.

Woodard & Curran, Inc. was selected as the most qualified firm to complete the Utility Master Plan Update Project. The selection was based upon the firm's highly experienced staff, understanding of the needs of the City, and proposed approach to the project. Thus, staff recommends that the City Council award the contract for this project to Woodard & Curran, Inc. Staff has confirmed that Woodard & Curran, Inc. meets all required City contractual provisions including

possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for Woodard & Curran to complete this plan update is $899,239. There are sufficient funds available in the Adopted FY 2021-22 Operating Budget for Water (601-6010-842-82-09) and Wastewater (621-6202-842-82-09). Costs for future fiscal years will be included in the recommended budgets for Fiscal Years 2022-23 and 2023-24.

Project Spending Plan				
Fund	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**TOTAL**
601 - Water Operating Fund	$179,847.80	$224,809.75	$44,961.95	$449,619.50
621 - W/W Treatment Operating Fund	$179,847.80	$224,809.75	$44,961.95	$449,619.50
Annual Total Cost:	**$359,695.60**	**$449,619.50**	**$89,923.90**	**$899,239.00**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Woodard & Curran Inc. A-8381 (1)

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AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: Woodard & Curran Inc.

(3) Services: Update the hydraulic models and master plan for the water, wastewater, and storm water utilities

(4) Schedule of Services: The services must be completed within two (2) years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2023

(6) Total Agreement Amount: $899,239

(7) City's Project Manager: Timothy Beaman, Supervising Civil Engineer

(8) Consultant's Project Manager: Xavier Irias, Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
888 South Figueroa #1700 Los Angeles, California 90017 Attn: Xavier Irias, PE	305 West Third Street, East Wing, Second Floor Oxnard, CA 93030 Attn: Timothy Beaman, PE

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
xirias@woodardcurran.com	*timothy.beaman@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-A)

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AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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,

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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.

Neither party shall be responsible or liable to the other for indirect or consequential damages.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the

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extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject

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matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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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 John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

WOODARD & CURRAN INC.

Alyson Watson, CEO [2] Date

Rebecca Talbert, Secretary 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; 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

Task 1 – Program Management

Woodard & Curran recognizes that communication and coordination between the project team members and the City are key factors in the success of this project to meet the project schedule within the proposed budget. Items included under this task to ensure successful project delivery include regularly scheduled conference calls with the project team to share information and discuss project progress.

The following activities are included:

- *Kickoff Meeting* – Woodard & Curran will conduct a kickoff meeting with City staff to discuss the project scope, approach, schedule and assumptions, communications protocol, and initial data needs for moving forward with the master planning activities.
- *Project Meetings* – In addition to frequent contact via email and telephone, Woodard & Curran will participate in periodic progress meetings and workshops with the City to discuss project progress, key assumptions, findings, outstanding issues, and next steps. At a minimum, project meetings will be held with City staff following completion of each major task to discuss findings and any review comments on draft deliverables.
- *Progress Reporting* – Woodard & Curran will prepare and submit monthly progress reports and invoices to summarize and track project activities and budget/schedule status and will provide any needed schedule updates.

<u>Task 1 Deliverables</u>

- Agendas and meeting minutes from the kickoff meeting and project progress meetings
- Monthly invoices and project progress reports

<u>Task 1 Assumptions</u>

- Up to Six (6) virtual project meetings and one (1) in person Kickoff meeting

Task 2 – Data Gathering and Summary

Under this task, Woodard & Curran will prepare and submit a data request, review existing information related to the water, wastewater, and stormwater systems provided by the City, and develop a field data collection hydrant testing plan.

Subtask 2.1 Review Data and Documents

Woodard & Curran will review existing information related to the water, wastewater, and stormwater systems provided by the City. The information may include relevant reports, planning documents, maps, facility information, and other required data including, but not limited to:

- Water, wastewater, stormwater maps, existing models, and GIS files;
- Record drawings for water, wastewater, and stormwater projects as needed for model updates;
- Water, wastewater, and stormwater pump station as-built drawings and operating information (pump models, type, and capacities; pump curves, on and off operating levels);
- Water and sewer billing data; General Plan, Specific Plans, and/or other long-term planning information including listings of proposed or planned development or redevelopment projects with land use type and number of dwelling units;

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- Available rainfall data, water and wastewater treatment plant SCADA data, and water and wastewater pump station SCADA data;
- Latest City and County parcel GIS files and database (e.g., tax assessors' database containing APN, address, use code, dwelling units, and building square footage);
- Maintenance records, including data relating to maintenance hot spots, previous blockages and sanitary sewer overflows, and known problem areas;

As part of this task, Woodard & Curran will review available SCADA data, and any available hydrant testing data to assess its adequacy for calibration. For any data that are not available but critical to the Utility Master Planning effort, Woodard & Curran will recommend an approach for obtaining the information or making use of existing data and will discuss the approach with the City.

Subtask 2.2 Develop Hydrant Testing Plan

If it is determined during Subtask 2.1 that recent hydrant testing data that is adequate for calibration is not available, Woodard & Curran will develop a field data collection plan for additional hydrant testing, including forms for City staff to use to record data. Fire flow locations will be selected to provide representative data accounting for geography, pipe material, and pipe age. This task also includes a project meeting with City operations staff (to be completed as part of a project meeting under Task 1).

Task 2 Deliverables

- Data Request List

Task 2 Assumptions

- Woodard & Curran can rely on the information provided by the City; the information provided will serve as a basis for the work performed by Woodard & Curran.
- Up to Ten (10) fire flow testing locations (or as reasonable given City staff availability), with data collection forms

Task 3 – Develop Existing and Future Water Demands and Sewer Loads Database

Subtask 3.1 – Existing Model Loads

Woodard & Curran will review customer billing and water use data and existing parcel data (including land use type, number and type of dwelling units, etc.) that are collected under Subtask 2.1 to determine the best approach for using this data to estimate existing average water demands and sewer base wastewater flows. The exact methodology to be used to develop model loadings will depend on the format and completeness of available parcel-based data. This task also includes developing unit demand/flow factors based on the City's data to be used for estimating future demand/flow projections.

Subtask 3.2 – Future Load Projections

This task includes developing and confirming projections of future development within the City. As noted in Task 2, the City will provide a list of proposed or planned development or redevelopment projects to be included in the Utility Master Plan. It is anticipated that Woodard & Curran will coordinate with the City to identify any proposed or planned development or redevelopment projects not included in City planning documents or on the City's planning website. Ideally, City staff would specify for each development the assessor parcel number (APN), lot size, number and type of dwelling units, and building square footage and type of non-residential land uses, as well as the projected timing of development. Woodard & Curran will use this planning data to develop estimates of future water demands and wastewater flows for the

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following scenarios (if sufficient development timing data is available): 2030, 2035, and 2040 (buildout). Woodard & Curran will consider the impact of conservation when developing the future demand estimates, based on projected reductions to be provided by the City.

Subtask 3.3 – Model Flow Projection Technical Memorandum

Woodard & Curran will develop a draft and final technical memorandum (TM) summarizing the basis of existing and future modeled water demands and sewer flows.

Task 3 Deliverables

- Model Flow Projection TM
- Land use database with existing and future consumption/discharge projections to be provided at the end of the project

Task 4 – Water Model Hydraulic Update

Under this task, Woodard & Curran will update the water model network, perform model calibration, and create the model scenarios. We will develop an extended period simulation (EPS) model of the system which will provide the flexibility to make a variety of future operational and capital decisions. Woodard & Curran will use its own software licenses for the work.

Subtask 4.1 – Network Development

Woodard & Curran will update the existing WaterGEMS hydraulic model using the City's latest GIS data and the information collected during Task 2. The modeled water distribution network will include all active, potable water transmission and distribution system pipelines 6-inches in diameter and larger, booster pump stations, blending stations, interconnections, the desalter plant, and other water supply sources (e.g., active wells). Laterals will only be included when needed for specific analyses. Woodard & Curran will use City GIS data provided under Task 2 and/or available elevation data to develop a ground model for modeling junctions.

Following construction of the model database, a QA/QC process called "model validation" will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., suspect diameters and/or elevations, etc.). Missing or suspect data will be resolved to the extent possible through review of available record drawings or field verification. The source of all new or updated data in the model will be documented.

Subtask 4.2 – Demand Allocation and Analysis

Under this task, water demands developed under Task 3 will be allocated to model nodes. Water balances based on water supply rates, reservoir levels, and water consumption rates will be prepared for the City's single pressure zone, to develop seasonal peaking factors and diurnal demand patterns for use in scenario development and for calibration of the model. Alternative diurnal patterns representing winter water use could be considered for water quality scenarios. Large users will be identified and assigned appropriate water usage patterns based on available data.

This task also includes an evaluation of both fire flow and duration criteria for various land use categories based on input provided by the City and the Fire Department. Based on this analysis, Woodard & Curran will use industry standards or work with the City to develop more conservative fire flows and durations

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based on land use categories and all applicable Insurance Services Office (ISO), Fire Department, or other jurisdictional requirements.

Subtask 4.3 – Model Calibration

Under this task, Woodard & Curran will run the model under existing conditions to compare the computed pressures, reservoir levels, and operational parameters with the observed data collected under Task 2. Woodard & Curran will follow AWWA guidelines for calibration, which specify that modeled and field recordings of pressures should be within 5-10 feet and water level fluctuations within 3-6 feet. Where calibration cannot be achieved to AWWA guidelines, Woodard & Curran will discuss potential reasons for the error with the City. Calibration will be performed both using an EPS model to represent typical conditions over multiple days, as well as under steady state conditions based on fire flow testing data.

Subtask 4.4 – Scenario Development

Woodard & Curran will develop up to six network scenarios, including a scenario to represent the existing system configuration and up to five (5) different operating scenarios to determine the effects of operating specific blending stations and the desalter. Each network scenario will be modeled for existing and future (2030, 2035, and 2040 (buildout)) conditions with a suite of up to four demand scenarios such as Average Winter (EPS, which could be used for water quality evaluations), Average Summer (EPS), Maximum Day (EPS, which will include Peak Hour), and Maximum Day + Fire Flow. Up to three (3) emergency supply condition scenarios will also be developed. This task includes an initial meeting to confirm the scenarios to be modeled (to be completed as part of a project meeting under Task 1).

Subtask 4.5 – Hydraulic Network Analysis

Woodard & Curran will use the calibrated hydraulic model to evaluate the performance of the water distribution system under the various network and demand scenarios developed under Subtask 4.4 and will identify system deficiencies and potential improvements. Existing operations will be used as the basis for identifying deficiencies. Performance criteria used to perform the analyses will be discussed with the City.

Evaluation will include analyses to identify the need for additional pumping capacity and/or storage facilities, locations of potentially undersized piping and fire flow upgrades, identification of areas susceptible to water age concerns, and susceptibility of the system to emergency supply disruptions. Based on the results of these analyses, potential solutions will be discussed with the City, but specific project recommendations will not be developed.

Subtask 4.6 – Water Model Development Technical Memorandum

This task includes development of draft and final technical memorandums summarizing the model development approach, the analysis criteria used, the findings of the analysis, and model documentation.

<u>Task 4 Deliverables</u>

- Water Model Development and Analysis TM

Task 5 – Wastewater Collection System Hydraulic Model Update

Under this task, Woodard & Curran will conduct flow monitoring, develop and calibrate an updated hydraulic model of the City's wastewater collection system, and assess system capacity under existing and future conditions as well as identify potential improvements. Woodard & Curran will use its own software licenses for the work.

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Subtask 5.1 – Flow Monitoring

Flow monitoring will be conducted to quantify dry and wet weather flows in the system and to calibrate the wastewater system hydraulic model. This task involves the following activities:

Subtask 5.1.1 – Develop Flow Monitoring Plan

Woodard & Curran will develop a plan for temporary flow monitoring in the wastewater collection system, including proposed flow monitoring and rain gauge locations. The monitoring plan will be designed to isolate major sewer drainage basins and subbasins in the system and confirm flows in major trunk sewers. Woodard & Curran will request assistance from the City if verification of system configuration is needed to define the meter locations (e.g., where existing mapping is not clear, or confirmation of flow direction at flow splits is needed).

Subtask 5.1.2 – Conduct Flow Monitoring

After the City's approval of the flow monitoring plan, Woodard & Curran's flow monitoring subconsultant (V&A) will conduct a reconnaissance of the flow monitoring sites to confirm the locations are appropriate for monitoring from the standpoint of hydraulic conditions, safety, and access. V&A will also determine the appropriate meter type for the specific hydraulic conditions at each site (all gravity flow meters will be area-velocity type, capable of recording both flow depth and velocity). V&A will install, calibrate, and maintain the flow meters and rain gauges for up to eight (8) weeks during the rainy season and remove the flow meters at the end of this monitoring period. Woodard & Curran will review flow monitoring site reports to confirm final flow meter locations and will periodically review the flow monitoring data during the flow monitoring period to check data quality and consistency. V&A will provide final electronic data files (15-minute data) at the conclusion of the monitoring.

<u>Deliverables</u>

- Flow monitoring plan including proposed meter and rain gauge sites and meter tributary areas.
- Flow monitoring data.

<u>Assumptions</u>

- The flow monitoring budget assumes 20 area-velocity flow meters and three (3) recording rain gauges are installed for a period of eight (8) weeks during the 2021/22 rainy season. The number of meters may be adjusted based on discussions with the City as the flow monitoring plan is prepared as part of Subtask 5.1.1.
- The flow monitoring budget includes a traffic support contingency that assumes nine (9) days of traffic control subcontractor support and includes efforts to obtain encroachment permits and develop traffic control plans. This budget will be refined based on number and location of meters selected.
- City to pay all local licenses and any permits fees, as required. No fee permits are preferred.
- If sewer line is dirty and/or debris is evident, City to jet clean sites to minimize hydraulic deficiencies, or an alternate location will be selected.
- City to indicate any known information concerning bypasses, overflows, critical surcharge areas, and maintenance habits that may impact the flow monitoring sites.

Subtask 5.2 – Update Model Network

Woodard & Curran will update the SewerGEMS hydraulic model to include the City's entire trunk sewer system, including sewers and force mains, based on the latest GIS data and the information collected

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during Task 2. The modeled sewer network will include most sewers 6-inches in diameter and larger, as well as fifteen (15) City-owned pump stations and sewers downstream of them. Following construction of the model database, a QA/QC process called "model validation" will be used to verify the data before beginning model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations, etc.). Missing or suspect data will be resolved to the extent possible through review of available record drawings or field verification. The source of all new or updated data in the model will be documented. Woodard & Curran will use City GIS data provided under Task 2 and/or available elevation data to develop a ground model for modeling manhole junctions. It is anticipated that model construction and calibration may use the tools included in InfoWorks ICM, but the final model will be delivered in SewerGEMS.

This task includes allocating the existing and future model loads developed in Task 3 to the modeled sewer mains. This task also includes developing and refining the operating rules and pump station capacity that will be used to evaluate the fifteen (15) City-owned pump stations to be included in the hydraulic model. This information will be developed based on the existing model information and the pump station as-built drawings, pump curves, and operating information that the City will provide under Task 2.

Subtask 5.3 – Model Calibration

Woodard & Curran will run the model under existing conditions and compare the computed dry weather and wet weather flow hydrographs to the observed flow monitoring data and SCADA data. Modeling parameters such as unit flow rates, diurnal curves, and infiltration and inflow (I&I) factors will be adjusted as needed to achieve a reasonable match for modeled to metered flows. For larger pump stations where sufficient SCADA data is available, pump station inflows will be reconstructed based on pump runtime and wet well level data. Calibration will be performed for the temporary flow meters, as well as for flow data from any pump stations where data is available. It is assumed that calibration will be performed at up to 25 locations, including the 20 temporary flow metering locations and at up to 5 of the 15 pump stations.

Subtask 5.4 – Capacity Assessment Criteria

This task involves developing the flow and capacity criteria and design storm that will be used to identify existing and potential capacity deficiencies and capacity improvement needs within the City's collection system. Woodard & Curran will evaluate the performance of the existing sewer system under existing and future dry and design wet weather flows and will identify capacity deficiencies based on the confirmed design criteria.

Subtask 5.4.1 – Develop Flow and Capacity Criteria

Woodard & Curran will propose appropriate design and hydraulic criteria to be used for assessing the capacity of existing sewer facilities and sizing new facilities, including pipe friction factors, maximum flow depth to diameter (d/D) ratios, minimum and maximum velocities, slopes, and depth of cover, and pump station reliable capacity. In developing criteria to be used for the Utility Master Plan, Woodard & Curran will review the City's existing design criteria as compared to industry standards and standards used by other agencies. Woodard & Curran will also propose an appropriate design storm to be used for assessing system capacity, and criteria for evaluating the performance of the system under the design event (e.g., acceptable level of surcharge) that reflects the City's desired level of service and risk acceptance. The proposed criteria will be reviewed and discussed with City staff.

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Subtask 5.4.2 – Evaluate Capacity of Existing Gravity Sewers

Using the hydraulic model, Woodard & Curran will evaluate the capacity of modeled sewers under existing and future dry and design wet weather flows and will identify capacity deficiencies based on the performance criteria established in Subtask 5.4.1.

Using an iterative simulation process and engineering judgment, Woodard & Curran will develop and test potential solutions to capacity deficiencies identified but will not provide specific project recommendations. Solutions may include upsizing or paralleling existing pipes, consolidating flows in new sewers or existing sewers with available capacity, implementing flow diversions at critical locations, and/or sewer rehabilitation to reduce I&I.

Thematic maps and hydraulic grade line plots will be prepared as part of the Master Plan report to present the identified capacity issues and potential improvements and to identify areas of high I&I.

Subtask 5.4.3 – Evaluate Pump Station and Force Main Flow and Storage Capacity

Under this task, Woodard & Curran will evaluate the capacity of the fifteen (15) pump stations and their associated force mains for both flow capacity and storage capacity. We will evaluate capacity at each pump station by comparing the hydraulic model results (pump station inflows under existing and future dry and design wet weather flows) to the design capacity of the pump station. Capacity deficiencies will be identified at a pump station if model-predicted inflows exceed the station's design capacity (either firm or total capacity). Woodard & Curran will also evaluate potential storage capacity in the wet well and upstream sewers in the event of an outage and estimate potential response time requirements.

Subtask 5.5 – Sewer Model Development Technical Memorandum

This task includes development of draft and final technical memorandums summarizing the model development approach, the analysis criteria used, and the findings of the analysis, and model documentation.

<u>Task 5 Deliverables</u>

- Sewer Model Development and Analysis TM

Task 6 – Stormwater Hydraulic Model Update

Under this task, Woodard & Curran will make minor updates to the existing hydraulic model of the City's stormwater system and use the updated model as a basis to create a future conditions model. We will analyze and assess system capacity under wet weather conditions considering the impact of future development and identify capacity deficiencies as well as potential improvements are needed. Woodard & Curran will use its own software license for the work.

Subtask 6.1 – Update Model Network with New Developments to Create Future Conditions Model
Woodard & Curran will obtain and run the existing conditions SewerGEMS hydraulic model provided by the City and will verify that the results match those reported in the previous Stormwater Master Plan. It is assumed that the model closely mimics current conditions and that no modifications to the model hydrology to represent existing conditions will be made. The methodology used to create the City's current model will be followed for this update. The existing conditions model geometry will be updated to consider large infrastructure improvements constructed since the last model update (i.e., Ventura County's J Street Drain project).

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Woodard & Curran will then use the updated existing conditions hydraulic model as a base to create a future conditions hydraulic model. The future conditions model is intended to assess the impacts future developments may have on the existing storm drain infrastructure based on changed land use and/or impervious area. The future conditions hydraulic model will be updated to consider proposed development areas such as those listed in the City's Development Project List, Specific Plans, and Zoning Map. The developments or plan to represent future conditions development will be evaluated and sent to the City for confirmation prior to updating the model. Model updates are not anticipated to include re- delineation of existing subwatershed areas, nor are adjustments to the pipe network anticipated, though runoff characteristics (e.g., impervious percentage) may be revised to represent changes. The basis of all new or updated data in the model will be documented in the TM that will be prepared as part of Subtask 6.3.

Subtask 6.2 – Evaluate System Capacity

Using the existing and future conditions hydraulic models, Woodard & Curran will evaluate the capacity of the stormwater system for current and potential future deficiencies under design wet weather conditions (10-year and 100-year, 24-hour storms). We will identify and analyze deficiencies within the stormwater system (e.g., inadequate sizing of existing collection system facilities, lack of infrastructure) and discuss potential improvements but will not provide specific project recommendations.

Subtask 6.3 – Stormwater Model Development Technical Memorandum

This task includes development of draft and final technical memorandums summarizing the model development approach, the analysis criteria used, the findings of the analysis, and model documentation.

This task also includes summarizing significant historical rain events and flooding within the City's service area, based on information provided by the City. An impact fee map will be prepared, indicating areas of the City that contribute to potential capacity deficiencies.

<u>Task 6 Deliverables</u>

- Storm Drain Model Update and Analysis TM

<u>Task 6 Assumptions</u>

- The hydrology in the existing stormwater model provided by the City represents current conditions and will not be modified. A future conditions model will be created to incorporate proposed developments' change in impervious area, but no other changes are anticipated, and the work will not include development of alternatives. Proposed developments to be included to the future conditions model will be provided and/or confirmed by the City.

Task 7 – Master Plan Report

This task involves compiling the work conducted as part of Tasks 1-6 into a comprehensive Wastewater Collection System Master Plan report for use by the City.

Subtask 7.1 – Draft Master Plan Report

Woodard & Curran will incorporate the findings and recommendations of the project into a comprehensive Utility Master Plan report with separate sections for the water, wastewater, and stormwater systems. The report appendices will contain supporting data including TMs, flow monitoring reports, model calibration graphs, model data and results tables, capacity deficiencies, and other pertinent information.

The report will also include:

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- A description of the City's existing water system service area, storage, deficiencies, and a summary of the existing water system facilities, including sources, major transmission and distribution pipelines, storage, pump station, and blending stations.
- A description of the City's existing sewer system service area, individual pipe capacities and current use, deficiencies, and facilities; including collection system pipelines, trunk sewers, lift stations, force mains, and connections with other municipalities.
- A description of the City's existing stormwater collection and historical seasonal rain events and flooding within the City's service area.
- Separate maps of the water, wastewater, and stormwater systems with proposed development project locations identified and labeled.
- Separate maps of the water, wastewater, and stormwater systems with capacity deficiencies and potential improvements identified and labeled.
- A map of the stormwater system illustrating the Impact Fee areas along with results from the existing and future hydraulic models.

Subtask 7.2 – Final Master Plan Report

Woodard & Curran will prepare a final Master Plan report, which incorporates the City's comments on the Draft Master Plan report prepared under Subtask 7.1. The Final Master Plan report will serve as a basis for future master plan updates.

Subtask 7.3 – Transfer of Models and Documentation

We understand that it is the City's intent to maintain the water, wastewater, and stormwater computer models in-house for future analyses of the City's systems. Upon completion of the project, Woodard & Curran will transfer the updated hydraulic models to the City and advise the City of any hardware or software requirements necessary to efficiently utilize the model for future system analyses. We will hold workshops with City modeling staff to provide training and ensure a smooth transfer of all models and documentation.

<u>Task 7 Assumptions</u>

- Includes one (1) 2-hour workshop with City modeling staff for each model

<u>Task 7 Deliverables</u>

- Draft Master Plan Report
- Final Master Plan Report
- Water, wastewater, and stormwater hydraulic model files and documentation to be prepared as part of the model update TM tasks

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RATES AND COSTS EXHIBIT

City of Oxnard
Utility Master Plan

WOODARD & CURRAN

Tasks	Labor														Total
	Chris van Lienden	Xavier Irias	Stephanie Hubli	Cathy Greenman	Dylan Merlo	Ian Jaffe	Megan Trahan	Katie Hogan	David Liu	Joanne Johnson	Total Hours	Total W&C Labor Costs[1]	Flow Monitoring (V&A)	Sub-consultant Cost[2]	Total Fee
	Technical Advisor	Project Manager	Deputy Project Manager	Waste-water Modeling Lead	Waste-water Modeling Engineer	Water Modeling Lead	Water Modeling Engineer	Storm Water Modeling Lead	Storm Water Modeling Engineer	Admin. Support					
Billing classification>>	TM2	STPL	E3	SPM	E1	PE2	E3	TM1	E3	PA					
Task 1: Program Management															
Meetings and Communication (3)	30	30	30	8		12		4			114	$31,771		$0	$31,771
Project Administration		12	30							24	66	$13,593		$0	$13,593
Subtotal Task 1:	30	42	60	8	0	12	0	4	0	24	180	$45,364	$0	$0	$45,364
Task 2: Data Gathering & Summary															
2.1 Review Data and Documents	4		16	12	24	12	24	12	24	4	132	$29,772		$0	$29,772
2.2 Develop Hydrant Testing Plan	4	8	8			24	12				56	$14,172		$0	$14,172
Subtotal Task 2:	8	8	24	12	24	36	36	12	24	4	188	$43,944	$0	$0	$43,944
Task 3: Model Development, Update, & Calibration															
3.1 Existing Model Loads	8		4	16	30	16	60				134	$30,466		$0	$30,466
3.2 Future Load Projections	8		8	12	16	12	30				86	$20,060		$0	$20,060
3.3 Model Flow Projection TM	12	4	8	8	8	8	16				64	$15,788		$0	$15,788
Subtotal Task 3:	28	4	20	36	54	36	106	0	0	0	284	$66,314	$0	$0	$66,314
Task 4: Water Model Hydraulic Update															
4.1 Network Development	8	8	24			30	60				130	$32,068		$0	$32,068
4.2 Demand Allocation and Analysis	4		8			24	48				84	$20,236		$0	$20,236
4.3 Model Calibration	12	4	24			72	120				232	$56,500		$0	$56,500
4.4 Scenario Development	4	4	12			24	24				68	$16,952		$0	$16,952
4.5 Hydraulic Network Analysis	24	12	24			60	160				280	$67,798		$0	$67,798
4.6 Water Model Development TM	8	4	12			16	40			6	86	$20,171		$0	$20,171
Subtotal Task 4:	60	32	104	0	0	226	452	0	0	6	880	$213,725	$0	$0	$213,725
Task 5: Wastewater Collection System Hydraulic Model Update															
5.1.1 Develop Flow Monitoring Plan	2		16	8							26	$6,730		$0	$6,730
5.1.2 Conduct Flow Monitoring (4)	2		12	12							26	$7,034	$148,200	$163,020	$170,054
5.2 Update Model Network	8	8	40	64	160						280	$62,032		$0	$62,032
5.3 Model Calibration	12	4	40	60	150						266	$58,864		$0	$58,864
5.4.1 Develop Flow and Capacity Criteria	4		12	12	12						40	$9,724		$0	$9,724
5.4.2 Evaluate Capacity of Existing Gravity Sewers	12		12	16	40						80	$18,192		$0	$18,192
5.4.3 Evaluate Pump Station and Force Main Flow and Storage Capacity	16	4	16	24	50						110	$25,824		$0	$25,824
5.5 Sewer Model Development TM	8	4	16	16	30					6	80	$18,250		$0	$18,250
Subtotal Task 5:	64	20	164	212	442	0	0	0	0	6	908	$206,650	$148,200	$163,020	$369,670
Task 6: Stormwater Hydraulic Model Update															
6.1 Update Model Network with New Developments	8		16					60	80		164	$40,868		$0	$40,868
6.2 Evaluate System Capacity	4		4					24	40		72	$17,872		$0	$17,872
6.3 Stormwater Model Development TM and Impact Fee Map	4	2	8					16	40	4	74	$17,756		$0	$17,756
Subtotal Task 6:	16	2	28	0	0	0	0	100	160	4	310	$76,496	$0	$0	$76,496
Task 7: Master Plan Report															
7.1 Draft Master Plan Report	8	8	30	12	30	12	30	12	30	8	180	$42,038		$0	$42,038
7.2 Final Master Plan Report	8	4	12	8	16	8	16	8	16	8	104	$24,268		$0	$24,268
7.3 Transfer of Models and Documentation (5)	12	12	12	4	6	4	6	4	6		66	$17,420		$0	$17,420
Subtotal Task 7:	28	24	54	24	52	24	52	24	52	16	350	$83,726	$0	$0	$83,726
TOTAL PROJECT	**234**	**132**	**454**	**292**	**572**	**334**	**646**	**140**	**236**	**60**	**3,100**	**$736,219**	**$148,200**	**$163,020**	**$899,239**

1. Labor costs include salaries, overhead, and profit based on Woodard & Curran's standard hourly rate schedule at the time the work is performed. Fee estimate assumes 3% increase in rates in 2022.
2. Subconsultants will be billed at actual cost plus 10%.
3. Includes one (1) 3-hr kickoff meeting at the City and six (6) 2-hr virtual project meetings.
4. Includes 20 flow meters and 3 rain gauges for eight (8) weeks. Assumes two (2) person field-crew for meter and rain gauge installation with up to 9 days of traffic control subcontractor support. Assumes no-fee encroachment permits, and prevailing wage requirements do not apply.
5. Includes one (1) 2-hr workshop with modeling staff for each model.

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INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as

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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.

11/21

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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.

INS-A.doc

Agreement No. A-8381

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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

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Agreement No. A-8381

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: 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: _____

Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.11

DATE: December 21, 2021

TO: City Council

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

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following on-call professional engineering agreements:
1. Agreement A-8384 with Twining, Inc. in the amount not to exceed $750,000 for a three-year term;
2. Agreement A-8385 with Earth Systems Pacific in the amount not to exceed $500,000 for a three-year term;
3. Agreement A-8386 with Construction Testing and Engineering, Inc. in the amount not to exceed $500,000 for a three-year term;
4. Agreement A-8387 with Black, O'Dowd, and Associates, Inc. in the amount not to exceed $1,000,000 for a three-year term;
5. Agreement A-8389 with Roesling Nakamura Terada Architects, Inc. in the amount not to exceed $1,000,000 for a three-year term;
6. Agreement A-8390 with SVA Architects, Inc. in the amount not to exceed $1,000,000 for a three-year term.
7. Agreement A-8396 with LSY Enterprise Inc. in the amount not to exceed $1,000,000 for a three-year term; and
8. Agreement A-8397 with TJKM Transportation Consultants in the amount not to exceed $1,000,000 for a three-year term.

(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

BACKGROUND

On June 30, 2021, the Public Works Department sent out a Request For Qualifications (RFQ) for Multi-Year On-Call Professional Engineering Services. The RFQ solicited proposals for various professional on-call engineering services that include: Roadway & Structures Engineering, Traffic Engineering, Utility Engineering, Environmental Services, Real Property Services, Surveying, Geotechnical Engineering, Material & Laboratory Testing, Drainage, Hydrology, & Hydraulic Engineering, Landscape Architecture & Park Design, Architectural & Engineering Design, Labor Compliance, and Development Plan Check. These services are required due to the specialized nature of various projects as well as the need to complete the projects within the Capital Improvement Program (CIP) in a timely manner. A panel that consisted of several City staff members across multiple Departments selected 33 firms that best met the City's criteria from the RFQ, consistent with the City's municipal code. Additional agreements will be brought forward to Committee and Council once agreements are completed by staff.

DISCUSSION

The Public Works Department will be bringing forward various agreements to establish On-Call Professional Engineering Services with successful consultants or firms to provide professional and technical expertise once agreements are prepared. These agreements are necessary due to the volume and nature of work within the Public Works Engineering and Transportation & Mobility Divisions and will continue to support the departmental needs for various projects. Additionally, having pre-approved on-call agreements for professional services can reduce the amount of time

necessary to complete certain types of smaller CIP projects. The scope of work under this first round of agreements are as follows:

No.	Consultant	Term	Amount	Scope of Services
1	Twining, Inc.	3 Year	$750,000	• Geotechnical Engineering • Material & Laboratory Testing
2	Earth Systems Pacific	3 Year	$500,000	• Geotechnical Engineering • Material & Laboratory Testing
3	Construction Testing and Engineering, Inc.	3 Year	$500,000	• Geotechnical Engineering • Material & Laboratory Testing
4	Black, O'Dowd, and Associates, Inc.	3 Year	$1,000,000	• Architectural & Engineering Design
5	Roesling Nakamura Terada Architects, Inc.	3 Year	$1,000,000	• Architectural & Engineering Design
6	SVA Architects, Inc.	3 Year	$1,000,000	• Architectural & Engineering Design
7	LSY Enterprise Inc.	3 Year	$1,000,000	• Traffic Engineering
8	TJKM Transportation Consultants	3 Year	$1,000,000	• Traffic Engineering

Professional services under this agreement will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total amount of each agreement shall not exceed the amounts noted above over the term of three years. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Department / Project Manager will ensure sufficient funding is available in the approved operating budget or CIP project budget for related tasks prior to initiating task order or services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Twining, Inc. A-8384
2. Earth Systems Pacific A-8385
3. Construction Testing and Engineering, Inc. A-8386
4. Black O'Dowd And Associates, Inc. A-8387
5. Roesling Nakamura Terada Architects, Inc. A-8389
6. SVA Architects, Inc. A-8390
7. LSY Enterprise A-8396
8. TJKM Transportation Consultants A-8397

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: Twining, Inc.

(3) Services: On-call Geotechnical Engineering and Material and Laboratory Testing Services

(4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: The Total Agreement Amount shall not exceed $750,000 during the three (3) year Contract Term

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Jeff Tawakoli, P.E., Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

1879 Portola Road, Suite G
Ventura, CA 93003
Attn: Jeff Tawakoli, P.E.

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

jtawakoli@twininginc.com

CITY'S PROJECT MANAGER:

Tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org. City agrees to bring any disputes regarding the accuracy of an invoice to Consultant's attention within 30 days after receipt of the invoice. After the 30 days grace period the City shall not dispute the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment is due, then City will pay only the portion of the invoice that is not in Dispute.

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

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

of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 reasonable 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 proven 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. Consultant will be reimbursed by City for any costs of defense in proportion to findings by a trier of fact of the negligent or misconduct of the other parties.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

TWINING, INC.

Robert M. Ryan, CEO [2] Date

Amy Marie Owens, Secretary 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; 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

Geotechnical Engineering Scope of Services

Design of civil engineering projects often requires evaluation of subsurface conditions, investigation of possible geologic hazards, and development of recommendations for foundation designs, material requirements, and material qualities.

The evaluation of geotechnical properties typically involve the review of existing information, field exploration, recommendations for laboratory analytical testing of materials, geologic and geotechnical evaluation, geotechnical recommendation and preparation of geotechnical reports. These items will be utilized for the design and construction of roadways, foundations and other structures.

Must be ready to provide any of the following services or complete tasks as requested by the Project Engineer. This list in not intended to be exhaustive, but rather should be a guide to the tasks that would typically be asked of a consultant selected under this group subcategory for Geotechnical Engineering.

Subcategory 1.1 Surface Exploration and Investigation
Typical tasks associated with this subcategory include:

- Exploratory Drilling
- Soil borings and Sampling
- Delineation of Subsurface Contamination
- Geophysical Explorations
- Groundwater Investigations
- Rock/Pavement Coring

Subcategory 1.2 – Soil Classification and Laboratory Testing
Typical tasks associated with this subcategory include:

- Classification of soil and rock types
- Shear strength, expansion potential, and compressibility
- Site Preparation
- Comprehensive soils engineering services

Construction Material & Laboratory Testing Scope of Services

All work within this category shall be in accordance with the City's Quality Assurance Plan (QAP). Typical tasks associated with this category include:

- Nuclear gauge testing (soils and asphalt)
- Sand cone
- Sand equivalents
- Concrete components and mix design

- Concrete checking of production equipment and procedures
- Concrete placement, curing and hardened specimens

RATES AND COSTS EXHIBIT

RATE SCHEDULE

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 310.00
10001	Principal Engineer/Geologist	$ 210.00
10017	Metallurgical Engineer	$ 320.00
70000	Registered Geotechnical Engineer	$ 200.00
10010	Technical Advisor	$ 200.00
10011	Material Scientist, Welding/NDT Consultant	$ 210.00
70003	Registered Geologist/Certified Engineering Geologist	$ 195.00
10003	Senior Engineer/Geologist	$ 180.00
10009	Registered Civil Engineer	$ 175.00
60003	Roofing/Waterproofing Consultant	$ 200.00
10013	Project Engineer/Manager	$ 160.00
30000	Quality Control Manager	$ 160.00
10005	Senior Staff Engineer/Geologist	$ 155.00
10007	Staff Engineer/Geologist	$ 150.00
10015	Quality Control Administrator	$ 140.00
10019	Metallurgical Technician	$ 115.00
90001	CADD Operator/Draftsperson	$ 102.00
70107	Field Supervisor	$ 135.00
91030	Safety Supervisor	$ 135.00
20000	Laboratory Manager	$ 120.00
98000	Laboratory Technician	$ 95.00
90005	Expert Witness Testimony	$ 550.00
91010	Qualified SWPPP Developer	$ 155.00
91000	Qualified SWPPP Practitioner	$ 140.00
30001	Vibration Engineer	$ 180.00

NOTE:Hourly rate multiplier for participating in legal procedures is 1.75 times.

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 110.00
10103	Prestressed/Post Tensioned Inspector	$ 110.00
10105	Concrete ICC Inspector	$ 110.00
10109	Drilled-In-Anchor Inspector	$ 110.00
10111	Gunite/Shotcrete Inspector	$ 110.00
10113	Masonry Inspector	$ 110.00
10201	Structural Steel/Welding Inspector	$ 110.00
10203	AWS Certified Welding Inspector	$ 110.00
10207	Fireproofing Inspector	$ 110.00
10501	Lead Inspector	$ 121.00
10115	Firestop Special Inspector - IFC Premier	$ 135.00
10117	Firestop Special Inspector - IQP	$ 180.00
70109	L.A. Deputy Grading Inspector	$ 125.00
75001	Asphalt Field and Plant Inspector/Technician	$ 110.00
70103	Pile Driving Inspector	$ 118.00
70101	Soils Technician	$ 100.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 118.00
10122	Wood Framing Inspector	$ 118.00
60001	Roofing/Waterproofing Inspector	$ 125.00
10515	Mechanical Inspector	$ 150.00
10519	Electrical Inspector	$ 150.00
10521	Plumbing Inspector	$ 150.00
10523	Building Inspector	$ 150.00
30002	Vibration Monitoring Technician	$ 118.00
50003	Field Engineering Technician	$ 123.00

NOTE:Hourly rate multiplier for participating in legal procedures is 1.75 times.

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 118.00
10309	Batch Plant Quality Control Technician/Inspector	$ 118.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 118.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 123.00
10403	NDE Magnetic Particle Testing Technician	$ 123.00
10405	NDE Dye Penetrant Testing Technician	$ 123.00
10305	Combination NDE Technician/Welding Inspector	$ 123.00
10409	Radiographic Testing (crew of 2)	$ 325.00
10020	NDE Engineer	$ 190.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 40.00
95309	Torque Wrench, Small	$ 15.00
95312	Torque Wrench, Large	$ 25.00
95315	Torque Multiplier	$ 40.00
95321	Air Meter	$ 20.00
95324	Brass Mold	$ 20.00
95343	Nuclear Gauge (Per Hour)	$ 10.00
95333	Pull Test Equipment	$ 60.00
95348	Concrete/Asphalt Coring Equipment	$ 600.00
95327	Pachometer	$ 55.00
95336	Floor Flatness (Dipstick)	$ 50.00
95330	Schmidt Hammer	$ 30.00
95341	Vapor Emission Test Kits	$ 30.00
95342	Relative Humidity Probe	$ 60.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 350.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 35.00
95300	A Scan Ultrasonic Equipment and Consumables	$ 75.00
95303	Magnetic Particle Equipment and Consumables	$ 40.00
95306	Liquid Penetrant Consumables	$ 35.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 60.00
95347	Ground Penetrating Radar	$ 300.00
95345	Impact Echo	$ 350.00
95362	Ultrasonic Tomography	$ 450.00
95349	Inertial Profiler (Per Hour)	Quotation
95357	Project Dedicated Vehicle	$ 110.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	$ 70.00
95367	Half-cell Potential Equipment Set	$ 350.00
95368	Concrete Electrical Resistivity Meter	$ 160.00
95369	Field Hardness (Steel)	$ 100.00
95370	Coating Thickness Gauge	$ 100.00
95373	Wood Curing Box (Per Box)	$ 500.00
95371	Temperature Control Curing Box (Per Month)	$ 450.00
95372	Temperature Matching Curing Box (Per Month)	$ 520.00

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	$ 25.00
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	$ 25.00
20103/ 20104	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	$ 60.00
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 95.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 120.00

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours) All others by quotation	$ 500.00

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 25.00
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	$ 25.00
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	$ 80.00
20205	Core Compression including Trimming (ASTM C42)	$ 65.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 90.00
20209	Splitting Tensile Strength (ASTM C496)	$ 90.00
20211	Modulus of Elasticity Test (ASTM C469)	$ 260.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	$ 500.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 500.00

Task Code	Concrete Tests (Field Made Specimens). Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 800.00
40006	Double Punch Strength of Fiber Reinforced Concrete	$ 500.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	$ 550.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	$ 35.00
20157	Coring of Specimens in Lab (Each)	$ 35.00
20159	Grinding of Concrete Below 6000 psi Strength (Each)	$ 50.00
20160	Grinding of Concrete 6000 psi Strength and Above (Each)	$ 75.00

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C35)	$ 55.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	$ 95.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	$ 110.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	$ 275.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	$ 100.00
30201	Laboratory Trial Batch (ASTM C192)	$ 500.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C387 and C192)	$ 950.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$ 490.00
30230	Additional Reading, Per Set of Three Bars	$ 45.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C403)	$ 150.00
30209	Bleeding (ASTM C232)	$ 150.00
30229	Concrete Restrained Expansion (ASTM C878)	$ 550.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	$ 500.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	$ 500.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	$ 800.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	$ 5,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	$ 1,100.00
30234	Creep (ASTM C512) (One Age of Loading, 12 Months Duration of Testing)	$ 8,000.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	$ 250.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	$ 2,500.00
80129	Petrographic Examination of Hardened Concrete, Level II (ASTM 856) (Comprehensive)	
	Each, One Sample	$ 2,400.00
	Each, Two or More Samples	$ 2,100.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 1,200.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 650.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	$ 650.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	$ 650.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 6 months	$ 2,500.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012), 12 months	$ 2,700.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	$ 650.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	$ 650.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	$ 1,200.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	$ 200.00
30505	Abrasion: LA Rattler (ASTM C535)	$ 210.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	$ 160.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	$ 650.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	$ 3,500.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 175.00
30403	Clay Lumps and Friable Particles (ASTM C142)	$ 200.00
30321	Cleanness Value: 1" x #4 (CTM 227)	$ 175.00
30322	Cleanness Value: 1.5" x .75" (CTM 227)	$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	$ 225.00
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	$ 245.00
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (ASTM D3744, CTM 229)	$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$ 170.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	$ 190.00
30507	Flat and Elongated Particle (ASTM D4791)	$ 240.00
30508	Flat or Elongated Particle (ASTM D4791)	$ 210.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	$ 210.00
70333	Maximum Density: Check Point (ASTM D1557, D698)	$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	$ 195.00
70336	Maximum Index Density: Vibratory Table (ASTM D4253)	$ 345.00
70337	Moisture Content (ASTM D2216, CTM 226)	$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937)	$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	$ 275.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	$ 350.00
30401	Organic Impurities (ASTM C40, CTM 213)	$ 90.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	$ 525.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$ 825.00
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$ 875.00
70398	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 12 month	$ 2,700.00
70399	Potential Reactivity: Concrete Bar Expansion Method (ASTM C1293), 24 month	$ 2,900.00

70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	$ 490.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, D7928, CTM 203)	$ 250.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, D7928, CTM 203)	$ 240.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$ 110.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$ 120.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	$ 240.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	$ 235.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 165.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 150.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$ 190.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$ 125.00
30319	Voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	$ 125.00
30411	Lightweight Particles: Coarse, with Two Solutions (ASTM C123)	$ 410.00
30412	Lightweight Particles: Fine, with One Solution (ASTM C123)	$ 205.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	$ 125.00
75032	HMA Mixing and Preparation with Aggregate Treatment	$ 175.00
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (ASTM D2726, CTM 308C)	$ 55.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated (ASTM D1188 and CTM 308A)	$ 80.00
75040	Emulsion Residue, Evaporation (ASTM D244)	$ 160.00
75024	Extraction: % Bitumen (ASTM D6307, CTM 382)	$ 160.00
75027	Extraction: % Bitumen and Gradation (ASTM D5444, D6307, CTM 202, 382)	$ 215.00
75028	Extraction: % Bitumen, Correction Factor (ASTM D6307, CTM 382)	$ 350.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$ 245.00
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (ASTM D1561, D1188, CTM 304, 308)	$ 215.00
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (ASTM D1560, D1561, CTM 304, 366)	$ 215.00
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926, D2726)	$ 210.00
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, D2726)	$ 215.00
75050	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, SSD, 1 briquette (ASTM D6925, D2726)	$ 80.00
75052	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, Parafin, 1 briquette (ASTM D1188, D6925)	$ 90.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	$ 160.00
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	$ 80.00
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, D6927)	$ 230.00
75106	Marshall Stability and Flow, Gyratory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D5581, D6925)	$ 230.00
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	$ 230.00
75063	Moisture Content (CTM 370)	$ 85.00
	Quality Tests)	
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$ 4,650.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$ 4,650.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$ 3,400.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	$ 3,800.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	$ 3,800.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	$ 1,700.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$ 4,900.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	$ 6,500.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	$ 1,000.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	$ 1,100.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	$ 200.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	$ 350.00
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	$ 300.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	$ 10,500.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	$ 6,600.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	$ 5,790.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	$ 90.00
20303	Compression Strength	$ 55.00
20305	Absorption: 5 Hour or 24 Hour	$ 60.00
20307	Absorption (Boil): 1, 2 or 5 Hours	$ 90.00
20309	Initial Rate of Absorption	$ 50.00
20311	Efflorescence	$ 70.00
20313	Cores: Compression	$ 65.00
20315	Shear Test on Brick Cores: 2 Faces	$ 90.00

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	$ 85.00
20323	Absorption/Moisture Content/Oven Dry Density	$ 85.00
20327	Linear Shrinkage (ASTM C426)	$ 225.00
20335	Web and Face Shell Measurements	$ 45.00
20329	Tension Test	$ 155.00
20331	Core Compression	$ 65.00
20333	Shear Test of Masonry Cores: 2 Faces	$ 90.00
20339	Efflorescence Tests	$ 70.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	$ 190.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	$ 250.00
20346	Prism Cord Modulus of Elasticity	$ 540.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	$ 665.00

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	$ 55.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	$ 40.00
20355	Compression: 2" Cubes (ASTM C109)	$ 55.00
20357	Compression: Cores (ASTM C42)	$ 65.00

Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	$ 65.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E605)	$ 70.00

Task Code	Gunite and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	$ 65.00
20365	Compression: Cubes (Includes Saw Cutting)	$ 85.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	$ 55.00
20373	Air Dry Density (ASTM C472)	$ 40.00
20379	Oven Dry Density (ASTM C495)	$ 65.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	$ 60.00
20503	Bend Test: # 11 or Smaller	$ 55.00
20504	Bend Test #14 or #18	$ 350.00
20505	Tensile Test: # 14	$ 240.00
20507	Tensile Test: # 18	$ 340.00

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	$ 70.00
20523	Tensile Test: Welded/Coupled #14	$ 250.00
20525	Tensile Test: Welded/Coupled #18	$ 375.00
20529	Weld: Macroetch	$ 75.00
20531	Slippage Test - Caltrans (CTM 670)	$ 200.00
20532	Tensile Test: Welded Hoops #11 and Smaller	$ 145.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	$ 65.00
20603	Tensile Strength: Up to 200K Pounds (Each)	$ 75.00
20605	Tensile Strength: Up to 300K Pounds (Each)	$ 90.00
20607	Tensile Strength: Up to 400K Pounds (Each)	$ 140.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	$ 350.00
20611	Tensile Strength: Stress-Strain Percent Offset	$ 175.00
20545	Weld: Macroetch	$ 75.00
20547	Weld: Fracture	$ 40.00
20615	Bend Test	$ 55.00
20617	Flattening Test	$ 70.00
20619	Hardness Test (ASTM E18)	$ 80.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	$ 50.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	$ 65.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	$ 70.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	$ 90.00
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	$ 75.00
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	$ 95.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	$ 55.00
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	$ 75.00
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	$ 160.00
80173	Weight of Galvanized Coating (ASTM A90)	$ 75.00
80176	Epoxy Coating Thickness	$ 80.00

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	$ 95.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	$ 50.00
		$ 55.00
20755	Machine to Test Configuration: Milled Specimens	$ 70.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 135.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 85.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	$ 90.00
20623	Charpy Impact Reduced Temperature	$ 110.00

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	$ 80.00
20783	Final Machining to Sample Configuration	$ 90.00

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	$ 180.00
20703	Tensile Test Only	$ 135.00
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength – Set of 5 Specimens/batch/ direction (ASTM D3039)	$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)	$ 250.00
20708	Heating Chamber Time – Per 24 hr period	$ 95.00

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	$ 350.00

Ceramic Tile Testing Division	Rate

The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

Cyclic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, & Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation

General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.
NOTE: A minimum of 24 hours notice is required for testing and inspection services.
NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.
NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative costs including report distribution and Twining ConstructionHive system are billed at the following percentage of the monthly invoice total: 4%
Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
4-Hour Minimum: 1 to 4 hours of inspection
8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A $1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph.
The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, $0.70 per excess mile to and from the project will be charged for inspectors and technicians.
Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, $0.70 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food and lodging, etc. will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 x regular test rate will be charged for rush testing.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

General Conditions, continued

Certified Payroll
Certified payroll will be provided, upon request, at an additional charge of $150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction
If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment
Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

A 3% fee will be applied for payments processed by credit card.

Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens
All held specimens submitted by the client are charged at the same applicable test rate whether tested or not.

Specimen Disposal
Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

Oversize Specimens
An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms
In the event an elevated work platform is required to safely complete our inspections, the client must provide safe access, including a trained and certified operator, to Twining inspection and testing personnel.

FEE SCHEDULE

KEHOE TESTING & ENGINEERING

CITY OF OXNARD - ENGINEERING MULTI-YEAR PROFESSIONAL SERVICES

CONE PENETRATION TESTING (CPT) SERVICES/PRICING (portal to portal*):

• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig	290.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Overtime)	330.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Double time)	370.00/hr
• Minimum Call Out for CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (4 hrs or less)	1,500.00/day

CPT SERVICES/PRICING INCL. PREVAILING WAGE (portal to portal*):

• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig	440.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Overtime)	500.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Double time)	560.00/hr
• Minimum Call Out for CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (4 hrs or less)	2,200.00/day

SOIL, GROUNDWATER, VAPOR SAMPLING SERVICES/PRICING (portal to portal*):

• Direct Push, Limited or Track Rig	190.00/hr
• Direct Push, Limited or Track Rig (Overtime)	230.00/hr
• Direct Push, Limited or Track Rig (Double time)	270.00/hr
• Minimum Call Out for Direct Push, Limited or Track Rig (4 hrs or less)	950.00/day

SOIL, GROUNDWATER, VAPOR SAMPLING INCL. PREVAILING WAGE (portal to portal*):

• Direct Push, Limited or Track Rig	320.00/hr
• Direct Push, Limited or Track Rig (Overtime)	380.00/hr
• Direct Push, Limited or Track Rig (Double time)	440.00/hr
• Minimum Call Out for Direct Push, Limited or Track Rig (4 hrs or less)	1,600.00/day

OTHER SERVICES/PRICING:

• Seismic Shear Wave Measurements w/ CPT Rig	30.00/ea
• Pore Pressure Dissipation Testing w/ CPT Rig (no charge w/ daily rate)	no charge
• Pore Pressure Dissipation Testing w/ CPT Rig (no charge w/ daily rate, incl. Prevailing Wage)	no charge
• Concrete Coring (up to 8" thick)	150.00/core
• Per Diem/Two Man	450.00/nt
• Cancellation Fee (less than 72 hrs notice given)	900.00/ea

MATERIALS:

• Acetate Liners (1" dia x 2' length)	3.00/ea
• Acetate Liners (1 ¾" dia x 4' length)	4.50/ea
• PVC Blank (3/4" or 1" dia), Flush Threaded	3.50/ft
• PVC Screen (3/4" or 1" dia), Flush Threaded	4.00/ft
• PVC Caps	1.00/ea
• Bentonite Granules / Portland Cement / Concrete / Sand / Asphalt Patch	15.00/ea
• Bentonite Grout	30.00/ea
• Waste Drum (55 gallon)	50.00/ea
• Polyethylene Tubing for Groundwater (3/8" dia) & Vapor Sampling (1/4" dia)	.25/ft
• Nylon (NylaFlow) Tubing for Vapor Sampling (1/4" dia)	.75/ft
• Teflon Tubing for Vapor Sampling (1/4" dia)	2.00/ft
• Vapor Valves	3.25/ea
• Vapor Filter/Implant (1/4" Polypropolene)	2.00/ea
• Disposable Steel Tips for Groundwater Sampling / Vapor Sampling	10.00/ea
• Other Materials	(cost + 15%)

* Portal to portal time includes travel time & loading/unloading equipment. It is also included in total hours estimated.
** Due to state requirement for prevailing wages and minimum wage increases, rates will increase 5% each year. Must call for an estimate based on a specific scope of work.
*** If a Project Labor Agreement, Community Workforce Agreement, etc. is associated with this scope of work, this fee schedule will be null and void. A new fee schedule including union fees will need to be requested.

(Rev.07/27/21-1)

5415 Industrial Drive * Huntington Beach, CA 92649-1518 * (714) 901-7270 ofc * (714) 901-7289 fax * www.kehoetesting.com

ATLAS

City of Oxnard Schedule

SCHEDULE OF FEES

Professional Geophysical Services

General Geophysical Studies *(Line Tracer, GPR, Electromagnetics, Magnetics)*

SUE Level B Utility Evaluations & Rebar Locating

Mob/Demob	$675
Hourly Rate	$215
Full Day Discounted Rate	$2,325
Additional Fee for a Letter Report	$300
Additional Fee for Map (charge per day of fieldwork)	$350

Geophysical Data Acquisition *(UST, Landfill, Oil Well, Void, Pile Integrity Testing)*

Half Day	$1,840
Full Day	$2,825
Hourly Rate	$270

(A Mob/Demob charge of $760 applies to all projects billed on hourly rates, includes data processing)

Advanced Geophysical Studies *(Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC)*

Half Day	$2,275
Full Day	$3,475
Hourly Rate	$325

(A Mob/Demob charge of $975 applies to all projects billed on hourly rates.)

Seismic ReMi

Mob/Demob	$575
One Line	$1,500
Each additional line	$300
For pavement/requires drilling	$300

All rates include a two-man crew.

Rates shown above pertain to standard work week hours. A 30% surcharge will be added to work performed outside of these hours.

These rates include travel time for projects in Oxnard, California.

Fees for specialty geophysical services not listed here will based on a per project basis.

Projects requiring air travel, overnight accommodations, badging, and/or specialty equipment/methods will be bid on a per project basis.

Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will incur additional fees.

ENSAFE
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PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	$85
Level 2	Scientist/Engineer Project Supervisor	$95 $105
Level 3	Project Scientist/Engineer Project Manager	$120 $130
Level 4	Project Manager, Senior Scientist/Engineer	$150
Level 5	Senior Project Manager	$170
Level 6	Senior Project Director	$185
Level 7	Associate Principal Principal	$225 $245
Level 8	Senior Principal	$305

TECHNICIANS	PER HOUR
Technician	$70
Senior Technician	$90

ADMINISTRATIVE SUPPORT	PER HOUR
Report Specialist	$53

Note:
A general and administrative fee of 15% is added to Other Direct Costs and Expenses. Rates are subject to a surcharge for short lead-time projects requiring readjustment of professional resources. Fees for litigation or acquisition support are negotiated on an individual basis. Rates are subject to annual review. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.

Consulting Excellence
Since 1980

All rates effective January 1, 2021

GREGG DRILLING, LLC

LABOR & EQUIPMENT	RATE	UNITS
Mud Rotary Drill Rig (Fraste FS400) - 3 person crew		
Mobilization/De-Mobilization	$ 655.00	HR
Drilling time / Operation rate	$ 655.00	HR
Standby / Move / Setup / Development Time	$ 655.00	HR
Daily Travel Crew (when rig can be left on-site)	$ 375.00	HR
Cancellation Fee (within 48-hrs of scheduled start)	$ 3,000.00	EA
Mud Rotary Drill Rig (Fraste MDXL/VersaDrill) - 2 person crew		
Mobilization/De-Mobilization	$ 465.00	HR
Drilling time / Operation rate	$ 465.00	HR
Standby / Move / Setup / Development Time	$ 465.00	HR
Daily Travel Crew (when rig can be left on-site)	$ 300.00	HR
Minimum Callout (5 hrs, portal to portal)	$ 2,900.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 2,000.00	EA
Track-Mounted Mud Rotary Drill Rig (Fraste MDXL) - 2 person crew		
Mobilization/De-Mobilization	$ 475.00	HR
Drilling time / Operation rate	$ 475.00	HR
Standby / Move / Setup / Development Time	$ 475.00	HR
Daily Travel Crew (when rig can be left on-site)	$ 300.00	HR
Minimum Callout (5 hrs, portal to portal)	$ 3,100.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 2,000.00	EA
Hollow Stem Ager Drill - 2 person crew		
Mobilization/De-Mobilization	$ 350.00	HR
Drilling time / Operation rate	$ 350.00	HR
Standby / Move / Setup / Development Time	$ 350.00	HR
Daily Travel Crew (when rig can be left on-site)	$ 300.00	HR
Minimum Callout (5 hrs, portal to portal)	$ 2,800.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 2,000.00	EA
25-Ton CPT Rig - 2 person crew		
Mobilization/De-Mobilization	$ 500.00	HR
Drilling time / Operation rate	$ 500.00	HR
Standby Time / Move Time / Pore Pressure Dissipation Testing	$ 500.00	HR
Daily Travel Crew (when rig can be left on-site)	$ 300.00	HR
Shear Wave Velocity (Vs) Tests	$ 25.00	INT
Minimum Callout (5 hrs, portal to portal)	$ 3,850.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 2,000.00	EA
Truck Direct Push Rig - 2 person crew		
Mobilization/De-Mobilization	$ 280.00	HR
Drilling time / Operation rate	$ 280.00	HR
Standby / Move / Setup / Development Time	$ 280.00	HR
Minimum Callout (5 hrs, portal to portal)	$ 1,500.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 1,000.00	EA
LAR Track Auger/ Direct Push Rig - 2 person crew		
Mobilization/De-Mobilization	$ 350.00	HR
Drilling time / Operation rate	$ 350.00	HR
Standby / Move / Setup / Development Time	$ 350.00	HR
Daily Travel Crew (when rig can be left on-site)	$ 300.00	HR
Minimum Callout (5 hrs, portal to portal)	$ 2,400.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 2,000.00	EA
Remediation Services - 3 Person Crew		
Mobilization/Demobilization	$ 580.00	HR
Injection Platform with 10 point system, (1) Direct Push Rig	$ 650.00	HR
Injection Platform with 10 point system, well injection, 2 man cre	$ 450.00	HR
Geoprobe 7822 or Equivalent, 1 crew member	$ 200.00	HR
Site set up/tear down/half day rate	$ 2,600.00	DY
Additional 10 point injection system and equipment	$ 450.00	DY
Daily Travel Crew (when rig can be left on-site)	$ 350.00	HR
Cancellation Fee (within 48-hrs of scheduled start)	$ 2,000.00	EA

LABOR & EQUIPMENT	RATE	UNITS
Air Vacuum - 2 person crew		
Mobilization/De-Mobilization/Daily Travel	$ 240.00	HR
Operation rate	$ 240.00	HR
Standby / Move / Setup	$ 240.00	HR
Minimum Callout (5 hrs, portal to portal)	$ 1,000.00	DY
Cancellation Fee (within 48-hrs of scheduled start)	$ 500.00	EA
Development Rig - 1 person crew		
Mobilization/De-Mobilization/Daily Travel	$ 195.00	HR
Operation rate	$ 195.00	HR
Standby / Move / Setup	$ 195.00	HR
Half Day Rate/Minimum Callout (5-hrs portal to portal)	$ 1,000.00	HR
Cancellation Fee (within 48-hrs of scheduled start)	$ 800.00	DY
Concrete Coring Truck - 1 person crew (8" to 24" Cores)		
Mobilization/De-Mobilization	$ 165.00	HR
Operation rate	$ 165.00	HR
Standby / Move / Setup	$ 165.00	HR
Half Day Rate/Minimum Callout (5-hrs portal to portal)	$ 130.00	HR
Cancellation Fee (within 48-hrs of scheduled start)	$ 500.00	DY

ADDITIONAL SERVICES	RATE	UNITS
High Resoluiton Site Charachterization		
HRSC Pre-Mobilization/Equipment Check	$ 500.00	EA
Mobilization/De-Mobilization MiHPT System and Operator	$ 250.00	HR
MiHPT System and Operator (up to 9-hrs. on site)	$ 2,600.00	DY
MiHPT Premium Time (over 9-hrs. on site)	$ 250.00	HR
Mobilization/De-Mobilization LL-MiHPT System and Operator	$ 250.00	HR
Low Level Membrane Interface Probe (LL-MiHPT)	$ 2,750.00	DY
LL-MiHPT Premium Time (over 9-hrs. on site)	$ 275.00	HR
MiHPT/ LL-MiHPT Cancellation Fee (within 48-hrs of sched. start)	$ 750.00	EA
Ultraviolet Optical Screening Tool (UVOST)	$ 2,000.00	DY
Saphire Window Replacement	$ 187.00	EA
UVOST Cancellation Fee (within 48-hrs of scheduled start)	$ 500.00	EA
SPT Energy Calibration		
Mobilization/De-Mobilization SPT Energy Calibration	$ 250.00	HR
SPT Energy Calibration	$ 2,750.00	DY
SPT Energy Calibration Report (per boring)	$ 150.00	EA
Dilatometer Testing (DMT)		
DMT Pre-Mobilization/Equipment Check	$ 500.00	DY
Dilatometer Testing	$ 2,500.00	DY
DMT Blade Replacement	$ 5,000.00	EA
DMT Membrane Replacement	$ 95.00	EA
DMT Report (per boring)	$ 150.00	EA
Pressure Meter Testing (PMT)		
PMT Pre-Mobilization/Equipment Check	$ 500.00	EA
Mobilization/De-Mobilization PMT	$ 250.00	HR
Pressure Meter Testing (PMT)	$ 3,200.00	DY
PMT Bladder Replacement	$ 500.00	EA
PMT Report (per boring)	$ 150.00	EA
Packer Testing Testing		
Packer Testing Pre-Mobilization/Equipment Check	$ 500.00	EA
Packer Testing Testing	$ 500.00	DY
Bladder Replacement	$ 1,750.00	EA

Gregg Drilling, LLC - 2726 Walnut Ave. Signal Hill CA 90755 - Phone (562) 427-6899

GREGG DRILLING, LLC

ADDITIONAL LABOR COSTS (HR/MN)	RATE	UNIT
Additional Technician	$ 90.00	HR
Premium Time (over 8-hrs, nights, Saturdays)	$ 65.00	HR
Premium Time (Sundays, over 8-hrs. on Saturdays)	$ 100.00	HR
Prevailing Wage / Davis Bacon Act Surcharge	$ 65.00	HR
Project Management	$ 125.00	HR
Project Assistant	$ 80.00	HR
Administrative Assistant	$ 65.00	HR
Crane Rigger/Liaison	$ 125.00	HR
Service Run	$ 275.00	HR
Per Diem (Crew Member/Night)	$ 250.00	NT
Level C Protection (per day or portion)	$ 150.00	DY

SUPPORT EQUIPMENT	RATE	UNIT
Support Truck (pick-up)	$ 175.00	DY
Support Truck (stake-bed)	$ 300.00	DY
Support Truck (Lift Gate)	$ 400.00	DY
Water Truck (up to 2,000 gal.)	$ 600.00	DY
Water Truck (up to 4,000 gal.)	$ 1,250.00	DY
Support Truck (CPT)	$ 500.00	DY
Steamcleaner	$ 250.00	DY
Steam Cleaning at Yard	$ 100.00	DY
Mud System (mud rotary, less than 1500 gal capacity)	$ 400.00	DY
Mud System (mud rotary, 1500-3000 gal capacity)	$ 1,000.00	DY
Track Support Rig (Marooka or similar)	$ 650.00	DY
Bobcat	$ 575.00	DY
Forklift	$ 450.00	DY
Submersible pump rental	$ 175.00	DY
Horiba meter rental	$ 110.00	DY
Drum trailer rental	$ 50.00	DY
500-water gallon trailer rental	$ 100.00	DY
Personal H2S Meter	$ 15.00	DY
Light Tower	$ 200.00	DY
Air Compressor (185CFM)	$ 250.00	DY
Air Compressor (385CFM)	$ 425.00	DY
Air Compressor (800CFM)	$ 600.00	DY
Ventilation / exhaust system rental	$ 175.00	DY
Grout Pump	$ 200.00	DY

MATERIALS (tax not included)	RATE	UNIT
1/4" Poly Tubing	$ 1.00	FT
1/2" Poly Tubing	$ 1.25	FT
Vapor Probe Implant - PVC	$ 25.00	EA
Vapor Probe Implant - Stainless 1"	$ 35.00	EA
Vapor Probe Implant - Stainless 6"	$ 50.00	EA
Vapor Probe Valves - 2 way & 3-way	$ 5.00	EA
3/4" PVC Blank casing	$ 2.00	FT
3/4" PVC Screen 0.010" or 0.020"	$ 3.00	FT
3/4" PVC fittings	$ 5.00	EA
1" PVC Blank casing	$ 3.00	FT
1" PVC Screen 0.010" or 0.020"	$ 4.00	FT
1" PVC threaded end cap	$ 5.00	EA
1" PVC slip cap or coupling	$ 10.00	EA
Disposable Bailers	$ 15.00	EA

MATERIALS (tax not included)	RATE	UNIT
Disposable Tips	$ 25.00	EA
2" PVC Blank casing	$ 5.00	FT
2" PVC Screen 0.010" or 0.020"	$ 10.00	FT
2" PVC threaded end cap	$ 10.00	EA
2" PVC slip cap or coupling	$ 10.00	EA
2" Locking Cap	$ 35.00	EA
4" PVC Blank casing	$ 10.00	FT
4" PVC Screen 0.010" or 0.020"	$ 15.00	FT
4" PVC threaded end cap	$ 15.00	EA
4" PVC slip cap or coupling	$ 15.00	EA
4" Locking Cap	$ 45.00	EA
Asphalt Patch	$ 15.00	BG
Cement - Portland Type II	$ 12.00	BG
Concrete - Quickset	$ 25.00	BG
Concrete - Ready Mix	$ 12.00	BG
Bentonite Chips	$ 15.00	BG
Bentonite Grout (Enviroplug)	$ 30.00	BG
Bentonite Pellets	$ 65.00	BKT
Bentonite Pellets (TR30)	$ 95.00	BKT
Filter Sand	$ 15.00	BG
Drill mud	$ 30.00	BG
Easy Mud 5-gal	$ 250.00	BKT
Easy Mud Gold 10lb	$ 250.00	BKT
Auqa-Clear	$ 250.00	BKT
Soda Ash 50lb	$ 25.00	BG
Well Box - 12-inch	$ 150.00	EA
Well Box - 8-inch	$ 125.00	EA
Standpipe 8"	$ 325.00	EA
Standpipe 10"	$ 350.00	EA
Wood Plug	$ 10.00	EA
3'x3' Form / 2'x2' Form	$ 50.00	EA
Bollards 4" / Crashpost	$ 80.00	EA
Drums - 55 Gallon	$ 65.00	EA
Sample Liners & Caps - Brass 2"	$ 8.00	EA
Sample Liners & Caps - Stainless 2"	$ 8.00	EA
Sample Liners / Acetate - Macro Core 4'	$ 6.00	EA
Sample Rings & Canisters, 2.5" x 1"	$ 25.00	EA
ShelbyTube & Caps	$ 78.00	EA
Pitcher Tubes & Caps	$ 78.00	EA
Core Box - Plastic/Cardboard	$ 38.00	EA
Core Box - Wooden	$ 75.00	EA
Slope Indicator Pipe (2.75") - per 10' length	$ 180.00	EA
Slope Indicator Pipe Bottom Cap	$ 25.00	EA
Slope Indicator Pipe Top Cap	$ 10.00	EA
Visqueen (large roll)	$ 150.00	EA

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EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor 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. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file 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. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written

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

13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

11/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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 ❒ 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: 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/21

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: Earth Systems Pacific

(3) Services: On-call Geotechnical Engineering and Material and Laboratory Testing Services

(4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: The Total Agreement Amount shall not exceed $500,000 during the three (3) year Contract Term

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Anthony Mazzei, Sr. Vice President

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
Earth Systems Pacific	City of Oxnard
1731-A Walter Street Ventura, CA 93003 Attn: Anthony Mazzei, Sr. Vice President	305 West Third Street, East Wing, Second Floor Oxnard, CA 93030 Attn: Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
tmazzei@earthsystems.com	Tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

EARTH SYSTEMS PACIFIC

Craig Hill, CEO [2] Date

Jerry Brown, CFO 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; 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

Geotechnical Engineering Scope of Services

Design of civil engineering projects often requires evaluation of subsurface conditions, investigation of possible geologic hazards, and development of recommendations for foundation designs, material requirements, and material qualities.

The evaluation of geotechnical properties typically involve the review of existing information, field exploration, recommendations for laboratory analytical testing of materials, geologic and geotechnical evaluation, geotechnical recommendation and preparation of geotechnical reports. These items will be utilized for the design and construction of roadways, foundations and other structures.

Must be ready to provide any of the following services or complete tasks as requested by the Project Engineer. This list in not intended to be exhaustive, but rather should be a guide to the tasks that would typically be asked of a consultant selected under this group subcategory for Geotechnical Engineering.

Subcategory 1.1 Surface Exploration and Investigation
Typical tasks associated with this subcategory include:

- Exploratory Drilling
- Soil borings and Sampling
- Delineation of Subsurface Contamination
- Geophysical Explorations
- Groundwater Investigations
- Rock/Pavement Coring

Subcategory 1.2 – Soil Classification and Laboratory Testing
Typical tasks associated with this subcategory include:

- Classification of soil and rock types
- Shear strength, expansion potential, and compressibility
- Site Preparation
- Comprehensive soils engineering services

Construction Material & Laboratory Testing Scope of Services

All work within this category shall be in accordance with the City's Quality Assurance Plan (QAP). Typical tasks associated with this category include:

- Nuclear gauge testing (soils and asphalt)
- Sand cone
- Sand equivalents
- Concrete components and mix design
- Concrete checking of production equipment and procedures

- Concrete placement, curing and hardened specimens

RATES AND COSTS EXHIBT

Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

FEE SCHEDULE

Effective January 1, 2021

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

HOURLY CHARGES FOR PERSONNEL

Word Processing and Reproduction	$70.00	Laboratory Technician	$100.00
Technician - Field/Lab (non PW)	$90.00	Drafter	$115.00
Group I for Prevailing Wage projects	$108.00	Staff Professional	$155.00
Special Inspector (non PW)	$98.00	Project Professional	$175.00
Group II for Prevailing Wage projects	$122.00	Senior Professional	$195.00
Special Inspector Group III	Per Quote	Associate Professional	$210.00
		Principal Professional	$220.00

BASIS OF CHARGES

1. Field technician services for non-prevailing wage projects on regular work days will be subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services and all prevailing wage project services will be subject to a 4-hour minimum charge, and billed in 4-hour increments. Hourly charges will accumulate on a portal-to portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. A 2-hour cancellation charge will apply if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
2. The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Nuclear gauge charge: $12.50/hour.
4. Mileage zone charge (portal to portal): $20 within 10 miles, $40 within 20 miles, $60 within 30 miles, $80 within 40 miles, $100 within 50 miles. For more remote sites, a quote can be provided.
5. Subcontractors (except Special Inspectors) and other expenses will be charged at cost plus 20 percent.
6. Out of town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
7. Minimum report charge: $200.00.
8. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
9. Fees for depositions, hearings, or and court appearances (as Expert Witness) are listed on a supplemental fee schedule.
10. Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of $75 per project will be assessed twice a month.
11. Payments using a credit card will be assigned a 3% convenience fee.
12. Rates presented herein will remain in effect through December 31, 2021. Hourly rates for professional and administrative staff will be subject to a 3 percent annual increase effective January 1 of the applicable year. Hourly rates for prevailing wage work will be subject to adjustment based upon changes in general prevailing wage determinations by the Department of Industrial Relations (DIR). For estimating purposes, an annual fee increase of 5 percent should be assumed for prevailing wage rates.

FEE SCHEDULE

(Effective January 1, 2021)

MATERIALS LABORATORY TESTING FEES

An additional hourly charge ($100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples.All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of $25.

AGGREGATE

Abrasion, L.A. Rattler, 100 & 500 revolutions (ASTM C 131, CT 211)	$210.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206)	$100.00
Absorption, Fine Aggregate (ASTM C 128, CT 207)	$150.00
Clay Lumps and Friable Particles in Aggregate (ASTM C 142)	$110.00
Cleanness Value of Coarse Aggregate (CT 227)	$150.00
Crushed Particles, each size (CT 205)	$150.00
Durability Index, Coarse or Fine Aggregate (ASTM C 3744, CT 229)	$200.00
Flat and Elongated Particles in Aggregate (ASTM C 4791)	$110.00
Organic Impurities in Fine Aggregate (ASTM C 40, CT 213)	$100.00
Potential Reactivity of Aggregate by Chemical Method, each size (ASTM C 289)	Per Quote
Sieve Analysis, washed (ASTM C 117, CT 202)	$210.00
Soundness, Sodium Sulfate, 5 cycles (ASTM C 88)	$500.00
Specific Gravity, Coarse Aggregate (ASTM C 127)	$150.00
Specific Gravity, Fine Aggregate (ASTM C 128)	$150.00
Uncompacted Void Content, Fine Aggregate, incl. specific gravity (ASTM C 1252, AASHTO T304, CT 234)	$280.00
Unit Weight of Aggregate (ASTM C 29)	$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39)	$35.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42)	$75.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2)	$100.00
Compression Test of Lightweight Concrete (ASTM C 495)	$45.00
Density of Concrete Cylinders (ASTM C 138)	$75.00
Density of Hardened Concrete (ASTM C 642)	$105.00
Shrinkage of Beams, set of 3 (ASTM C 157)	$410.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523)	$180.00
Unit Weight of Lightweight Concrete (ASTM C 567)	$130.00
Disposal/Recycling Fee, per shotcrete panel or beam	$5.00

MASONRY

Absorption of Block, set of 3 (ASTM C 140)	$165.00
Compression Test on Block, set of 3 (ASTM C 140)	$165.00
Compression Test on Grouted Prisms, includes cutting and disposal fee (ASTM C 1314).	$300.00
Compression Test on Masonry Cores (ASTM C 140)	$80.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780)	$45.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019)	$45.00
Moisture Content of Block as received, set of 3 (ASTM C 140)	$100.00
Shear Test on Masonry Cores, 2 faces	$175.00
Unit Weight of Block, set of 3 (ASTM C 140)	$165.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Disposal/Recycling Fee, per untested masonry prism	$2.00

FEE SCHEDULE

(Effective January 1, 2021)

ASPHALTIC CONCRETE

All fees for asphaltic concrete assume that asphalt mix is made in the field. Please request quotes if mix is to be made at our laboratory.

Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308)	$50.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308)	$400.00
Extraction of Oil from AC Mixtures	$250.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172)	$315.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112)	$400.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324)	$750.00
Hazardous Waste Handling Charge for Extracted Oils	$30.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307)	$850.00
Ignition Oven Binder Content after initial correction value is determined	$170.00
Ignition Oven Gradation Correction Value, per mix	Per Quote
Ignition Oven Gradation after initial correction value is determined	$270.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444)	$210.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309)	$150.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366)	$150.00*

* Fee assumes CT 308 is run concurrently

MISCELLANEOUS TESTING AND EQUIPMENT CHARGES

Anchor Pull Test Equipment.	$125/day
High Strength Bolt, Nut, Washer Testing	Per Quote
Manometer (Liquid Level) Survey Equipment	$125/day
Nuclear Gauge	$12.50/hr.
Pachometer (James R Meter)	$200/day
Pile Load Test Equipment	Per Quote
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615)	$175.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger	Per Quote
Skidmore Device	$250/day
Torque Wrench	$50/day

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor 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. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file 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. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written

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

13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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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.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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 ❒ 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: 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/21

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: Construction Testing and Engineering, Inc.

(3) Services: On-call Geotechnical Engineering and Material and Laboratory Testing Services

(4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: The Total Agreement Amount shall not exceed $500,000 during the three (3) year Contract Term.

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Dan Math, RCE, GE, President

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

1645 Pacific Avenue Suite 107
Oxnard, CA 93033
Attn: Dan Math, RCE, GE, President

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

dan@cte-inc.net

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

CONSTRUCTION TESTING & ENGINEERING, INC.

Thomas Gaeto, CEO [2] Date

Dylan Sloane, Secretary 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; 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

Geotechnical Engineering Scope of Services

Design of civil engineering projects often requires evaluation of subsurface conditions, investigation of possible geologic hazards, and development of recommendations for foundation designs, material requirements, and material qualities.

The evaluation of geotechnical properties typically involve the review of existing information, field exploration, recommendations for laboratory analytical testing of materials, geologic and geotechnical evaluation, geotechnical recommendation and preparation of geotechnical reports. These items will be utilized for the design and construction of roadways, foundations and other structures.

Must be ready to provide any of the following services or complete tasks as requested by the Project Engineer. This list in not intended to be exhaustive, but rather should be a guide to the tasks that would typically be asked of a consultant selected under this group subcategory for Geotechnical Engineering.

Subcatergory 1.1 Surface Exploration and Investigation
Typical tasks associated with this subcategory include:

- Exploratory Drilling
- Soil borings and Sampling
- Delineation of Subsurface Contamination
- Geophysical Explorations
- Groundwater Investigations
- Rock/Pavement Coring

Subcategory 1.2 – Soil Classification and Laboratory Testing
Typical tasks associated with this subcategory include:

- Classification of soil and rock types
- Shear strength, expansion potential, and compressibility
- Site Preparation
- Comprehensive soils engineering services

Construction Material & Laboratory Testing Scope of Services

All work within this category shall be in accordance with the City's Quality Assurance Plan (QAP). Typical tasks associated with this category include:

- Nuclear gauge testing (soils and asphalt)
- Sand cone
- Sand equivalents
- Concrete components and mix design

- Concrete checking of production equipment and procedures
- Concrete placement, curing and hardened specimens

RATES AND COSTS EXHIBIT

Schedule of Fees and Services			
	Price per Hour	Prevailing Wage Rate	
PROFESSIONAL ENGINEERING STAFF			
Principal Engineer / Geologist	$180	$180	
Senior Engineer / Geologist	$160	$160	
Licensed Land Surveyor	$160	$160	
Project Engineer / Geologist	$140	$140	
Environmental Consultant / Registered Environmental Assessor	$120	$120	
Staff Engineer / Geologist	$110	$110	
One-Man Survey Crew & Equipment	$160	$180	
Two-Man Survey Crew & Equipment	$200	$220	
Three-Man Survey Crew & Equipment	$250	$330	
Survey Technician	$100	$100	
CAD Technician	$95	$95	
QSD/QSP Services	$125	$125	
INSPECTION SERVICES & QUALITY CONTROL			
Pile Driving Inspector / Deep Foundation Inspector	$95	$120	
Mechanical / Electrical / Plumbing Inspector	$100	$120	
Soil Technician	$85	$115	
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	$80	$110	
Field Technician I (ACI)	$75	$105	
Concrete Technician (ACI)	$75	$105	
Roofing / Waterproofing Inspector	$100	$120	
Roofing / Waterproofing Consultant	QUOTE	QUOTE	
Inspector of Record / DSA / OSHPD Inspector	QUOTE	QUOTE	
Quality Control Representative	QUOTE	QUOTE	
Submittal Reviewer	QUOTE	QUOTE	
QC Plan Preparation	QUOTE	QUOTE	
NON-DESTRUCTIVE TESTING SERVICES			
Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate)	$85	$125	
Metallic Surface Coatings (Paint or Itumescescent Fireproofing)	QUOTE	QUOTE	
Radiographic (low power portable and laboratory available)	QUOTE	QUOTE	
SPECIAL SERVICES			
Vertical Coring / Sawing Operator & Equipment (Horizontal extra)	$140	$160	
Floor Flatness Testing	$110	$125	
Mobilization / Demobilization - flat rate	$150	$150	
Reinforcing Steel Location	$115	$125	
Anchor Pull Tests - up to 30 tons	$85	$115	
Batch Plant Inspector	$85	$105	
Procedure Qualification per AWS, ASME or Military Standards	QUOTE	QUOTE	
SUPPORT SERVICES			
Certificate of Completion	$250		
Draftsman	$100		
Express Mail (FEDEX/UPS) (minimum)	$50		
Facsimile (each page)	$1		
File Search, re-issue of report, copies (minimum)	$80		
Pickup/Delivery (50 mile radius of CTE office)	$60		
Administration/Certified Payroll/Word Processing/Secretarial (per hour)	$80		
Sample Pick-up	$60 / Trip		
Sample Pick-up (Large)	$85 / Trip		
COURT APPEARANCE AND DEPOSITIONS			
Principal Professional Preparation, Deposition or Testimony	$450		
Senior Professional Preparation, Deposition or Testimony	$350		
Travel & Expenses	Actual + 20%		
Evidence Storage (per month)	$150		

Schedule of Fees and Services

Testing Samples: A preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. This preparation charge will be based on the actual time required and at the laboratory technician's rate of $75.00 per hour. There will be a 75% premium charge for "RUSH/PRIORITY" laboratory testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving, and caring, for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client. A per month fee is charged for retained samples.

Per Diem and Travel Expenses: Minimum $ 75.00 per day or Actual cost + 20%

Scheduling: A minimum of 24 hours notice is required to schedule personnel.

Overtime Rates: Our rates are based on a typical 8-hour work day generally between the hours of 6:30 AM & 4:30 PM M-F. A premium of 1.5 times the quoted rates for the first 4 hours and 2.0 times thereafter will be charged for work outside of these hours. However, Sundays will be billed at 2.0 times the quoted rate.

Minimum Charges: For inspection callout between 0 & 4 hours a minimum charge of 4 hours will be applied. For inspection callout between 4 & 8 hours, an 8-hour minimum charge will be applied. As an alternate, site time plus one hour, rounded to the next whole hour may be used. A 2 hour minimum or actual time expended will apply for unscheduled cancellations or showups. Portal-to-portal charges

The following are CTE Inc. holidays:

New Year's Day	Labor Day	Veterans' Day
Memorial Day	Thanksgiving Day	Presidents' Day
Independence Day	Christmas Day	MLK Day

Should a Holiday fall on a Saturday or Sunday the closest previous or following regular work day shall be considered the holiday.

Mileage: Mileage will be charged at $0.70 per mile for services outside a 40 mile radius of this office.

Outside Services/Subcontractors: Cost plus 20% will be charged for any work not directly performed by CTE Inc.or for any materials procured.

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor 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. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file 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. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written

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

13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

11/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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

Rev. 11/21 INS-A.doc

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: 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/21

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: Black O'Dowd and Associates, Inc. dba BOA Architecture

(3) Services: On-call Architectural and Engineering Design Services, Architectural and Engineering Evaluation and Testing Services, and Sustainable Public Facility Services

(4) Schedule of Services: The services must be completed within three calendar years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: $1,000,000

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Edward Lok Ng, President

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
1511 Cota Avenue Long Beach, CA 90813 Attn: Edward Lok Ng, President	305 West Third Street, East Wing, Second Floor Oxnard, CA 93030 Attn: Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
LOK.NG@BOAARCHITECTURE.COM	tatiana.arnaout@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)
☒ Iran Contracting Act Certification
☒ Prevailing Wage Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contractwith the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the timean Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) ofPublic Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a)of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must besigned and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

BLACK, O'DOWD AND ASSOCIATES, INC.

Edward Lok Ng, President [2] Date

Kyle Ng, Secretary 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; 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

Consultant to provide services for "on-site" facilities/buildings. Services to include but not limited to the following:

Architectural and Engineering Design Scope of Work

- Develop an architectural program for new facilities or facility renovations.
- Design of renovations to facility interiors and exteriors.
- Design of structural rehabilitation and/or repair work for facilities or appurtenances.
- Design of new facilities.
- Landscape and irrigation design/architecture.
- Utility coordination and design.
- Design work for the renovation, rehabilitation, replacement, and/or new construction of mechanical, electrical, HVAC, plumbing, life safety and other facility systems.
- Design of facility site stormwater capture and/or mitigation systems and solutions.
- Preparation of CADD drawings and/or 3-D renderings which could include but not limited to as- builts, plans, and presentation materials. Consultant may be given reference materials by the City or expected to conduct their own measurements, surveys, and field visits as needed.
- Preparation of Project Construction Documents for bid including plans, technical specifications, unit pricing sheets, and other documents necessary to solicit bids and proposals for project construction consistent with Federal, State, and local policies and practices.
- Concept design including project feasibility and project alternatives.
- Cost estimation and value engineering analysis including operating and maintenance costs.
- Preparation of plans for project sequencing, scheduling, staging, temporary housing, and space planning.
- Support during and after construction including but not limited to: review of submittals, construction stakeout, design services, field investigations, attending preconstruction meetings, schedule analysis, and conflict/change order resolution.

Architectural and Engineering Evaluation and Testing Scope of Work

- Facility master planning including but not limited to determining/projecting City needs, facility assessment(s) , and developing implementation plan(s) for maintenance, rehabilitation, and new construction.
- Existing facility assessments including but not limited to facility condition, stormwater, code compliance, ADA compliance, OSHA compliance, space needs, security and public safety, building envelope testing, and energy use.
- Structural Engineering services including but not limited to inspections and evaluations of the interior and/or exterior of existing facilities.
- Mechanical, Electrical, HVAC, Plumbing, Life Safety, Lighting, and other facility systems evaluations and assessments
- Geotechnical Engineering and Testing services

- Exterior and interior surveying services which may include facilities/buildings survey, tree survey, and site survey.
- Tree impact evaluation.

Sustainable Public Facility Services Scope of Work

- Cost-benefit analysis, which may include recommendations, on implementing sustainable and green building practices for facility projects including renovation, new construction, and existing City policies and practices.
- Recommendations, analysis, assessments, and evaluations regarding sustainable design and practices for City facilities and facility projects.

RATES AND COSTS EXHIBIT

TAB F. RATE SHEET

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	$160.00
Project Manager	$150.00
Project Designer	$125.00
Senior Designer	$110.00
Senior Technical	$100.00
Draftsman/AutoCAD Operator	$95.00
Other Technical Staff	$85.00
Structural Engineer	$150.00
Mechanical Engineer	$160.00
Electrical Engineer	$160.00
"Other" Sub-Consultant	$150.00
Clerical Staff	$80.00
Prints	$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. There are no overtime rates.
- The above rates apply to any additional services needed beyond the scope of work.
- Invoicing will be submitted to the City on a per task completed basis. Milestone payments will be observed and it will be the responsibility of BOA Architecture to propose the completed task milestone payment schedule. The schedule submitted will be a recommendation to the City. The City will then evaluate and discuss with the consultant if any modifications are required.
- The fee schedule shall be good for up to three (3) years. Prices shall remain fixed for the first contract term. The fee schedule is subject to a 5% increase for each additional 1 year renewal thereafter.

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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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.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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 ❒ 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: 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/21

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Black, O'Dowd and Associates, Inc. Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor 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. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file 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. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon

public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: Roesling Nakamura Terada Architects, Inc.

(3) Services: On-call Architectural and Engineering Design Services, Architectural and Engineering Evaluation and Testing Services, and Sustainable Public Facility Services

(4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: $1,000,000

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Tyson Cline, AIA, Principal

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

285 N. Ventura Avenue, Suite 102
Ventura, CA 93001
Attn: Tyson Cline, AIA, Principal

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

cline@rntarchitects.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)
☒ Iran Contracting Act Certification
☒ Prevailing Wage Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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. Invoices may be emailed to: invoices@oxnard.org.

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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, , , judgments, including reimbursement of reasonable 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.

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, , 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 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, but upon full paymen due, 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 electronic documents released 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 modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any reuse of 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 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, 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 laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests

disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief 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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

ROESLING NAKAMURA TERADA ARCHITECTS, INC.

Ralph J. Roesling, CEO [2] Date

Kotaro Nakamura, Secretary 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; 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

Consultant to provide services for "on-site" facilities/buildings. Services to include but not limited to the following:

Architectural and Engineering Design Scope of Work

- Develop an architectural program for new facilities or facility renovations.
- Design of renovations to facility interiors and exteriors.
- Design of structural rehabilitation and/or repair work for facilities or appurtenances.
- Design of new facilities.
- Landscape and irrigation design/architecture.
- Utility coordination and design.
- Design work for the renovation, rehabilitation, replacement, and/or new construction of mechanical, electrical, HVAC, plumbing, life safety and other facility systems.
- Design of facility site stormwater capture and/or mitigation systems and solutions.
- Preparation of CADD drawings and/or 3-D renderings which could include but not limited to as- builts, plans, and presentation materials. Consultant may be given reference materials by the City or expected to conduct their own measurements, surveys, and field visits as needed.
- Preparation of Project Construction Documents for bid including plans, technical specifications, unit pricing sheets, and other documents necessary to solicit bids and proposals for project construction consistent with Federal, State, and local policies and practices.
- Concept design including project feasibility and project alternatives.
- Cost estimation and value engineering analysis including operating and maintenance costs.
- Preparation of plans for project sequencing, scheduling, staging, temporary housing, and space planning.
- Support during and after construction including but not limited to: review of submittals, construction stakeout, design services, field investigations, attending preconstruction meetings, schedule analysis, and conflict/change order resolution.

Architectural and Engineering Evaluation and Testing Scope of Work

- Facility master planning including but not limited to determining/projecting City needs, facility assessment(s) , and developing implementation plan(s) for maintenance, rehabilitation, and new construction.
- Existing facility assessments including but not limited to facility condition, stormwater, code compliance, ADA compliance, OSHA compliance, space needs, security and public safety, building envelope testing, and energy use.
- Structural Engineering services including but not limited to inspections and evaluations of the interior and/or exterior of existing facilities.
- Mechanical, Electrical, HVAC, Plumbing, Life Safety, Lighting, and other facility systems evaluations and assessments
- Geotechnical Engineering and Testing services
- Exterior and interior surveying services which may include

facilities/buildings survey, tree survey, and site survey.
- Tree impact evaluation.

Sustainable Public Facility Services Scope of Work

- Cost-benefit analysis, which may include recommendations, on implementing sustainable and green building practices for facility projects including renovation, new construction, and existing City policies and practices.
- Recommendations, analysis, assessments, and evaluations regarding sustainable design and practices for City facilities and facility projects.

RATES AND COSTS EXHIBIT

Hourly Billing Rates

ARCHITECT

Roesling Nakamura Terada Architects, Inc. (RNT)

	Per Hour
Principal	$273
Principal Architect/Coordinator	$273
Associate/Project Manager	$233
Project Architect	$198
Interior Designer	$182
Designer	$172
Draftsperson	$150
Administrative	$96

CIVIL ENGINEER

Encompass Consultant Group, Inc., (ECG)

	Per Hour
Designer	$100
Senior Designer	$130
Assistant Engineer I	$115
Assistant Engineer II	$130
Associate Engineer	$150
Senior Engineer I	$165
Senior Engineer II	$175
Principal Engineer	$195
Assistant Surveyor I	$115
Assistant Surveyor II	$130
Associate Surveyor	$150
Senior Surveyor I	$165
Senior Surveyor II	$175
Principal Surveyor	$195
One-Man Survey Crew (Prevailing Wage)	$180
Two-Man Survey Crew (Prevailing Wage)	$265
Three-Man Survey Crew (Prevailing Wage)	$365
Administrative	$65

CIVIL ENGINEER

Lewis Engineering, Inc.

	Per Hour
Principal Civil Engineer	$150
Engineering Technician	$120
Project Manager	$100

STRUCTURAL ENGINEER

KPFF

	Per Hour
Principal in Charge	$250
Senior Project Manager	$205
Project Manager	$185
Project Engineer	$155
Design Engineer	$140
Lead Modeler	$165
Modeler	$140
Administrative	$95

STRUCTURAL ENGINEER

Labib Funk + Associates (LFA)

	Per Hour
Principal	$275
Project Manager	$215
Project Engineer	$185
Drafter / CAD Operator	$145
Administrative	$95

MEP ENGINEERING / FIRE PROTECTION

Salas O'Brien

	Per Hour
Principal	$250
Vice President / Director / Associate	$230
Professional Engineer	$190
Design Engineer / Project Engineer	$180
Design / Program / Drafting Manager	$165
Program Specialist / Coordinator / Drafter	$135
Program / Project Assistant	$100
Senior Consultant	$315
Energy Consultant	$210

MEP ENGINEERING
Gausman & Moore Associates

	Per Hour
Partner / Principal	$260
Senior Registered Engineer	$240
Registered Engineer	$200
Senior Graduate Engineer	$190
Graduate Engineer	$150
Senior Project Manager	$220
Project Manager	$190
Senior Designer	$170
Designer	$120
Computer Aided Design / Drafter	$120
Administrative	$85

LANDSCAPE ARCHITECT
PCLD

	Per Hour
Principal	$190
Landscape Architect	$165
Landscape Designer	$110
Administrative	$75

COST MANAGEMENT
Cumming

	Per Hour
Managing Principal / Vice President	$310
Managing Director	$235
Associate Director	$210
Senior Cost Manager	$190
Cost Manager	$175
Assistant Cost Manager	$110

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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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.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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

Rev. 11/21 INS-A.doc

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: 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/21

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): **Roesling Nakamura Terada Architects, Inc.**

Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing:

Date Executed

_____

_____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): **Roesling Nakamura Terada Architects,**

Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing:

Date Executed

_____

_____

Executed in the County of_____ in the State of _____

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor 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. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file 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. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon

public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: SVA Architects, Inc.

(3) Services: On-call Architectural and Engineering Design Services, Architectural and Engineering Evaluation and Testing Services, and Sustainable Public Facility Services

(4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: $1,000,000

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Robert M. Simons, AIA, President & Partner

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707 Attn: Robert M. Simons, AIA, President	305 West Third Street, East Wing, Second Floor Oxnard, CA 93030 Attn: Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
bsimons@sva-architects.com	tatiana.arnaout@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)
☒ Iran Contracting Act Certification
☒ Prevailing Wage Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

SVA ARCHITECTS, INC.

Ernesto Vazquez, CEO [2] Date

William Koster, Secreatry 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; 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

Consultant to provide services for "on-site" facilities/buildings. Services to include but not limited to the following:

Architectural and Engineering Design Scope of Work

- Develop an architectural program for new facilities or facility renovations.
- Design of renovations to facility interiors and exteriors.
- Design of structural rehabilitation and/or repair work for facilities or appurtenances.
- Design of new facilities.
- Landscape and irrigation design/architecture.
- Utility coordination and design.
- Design work for the renovation, rehabilitation, replacement, and/or new construction of mechanical, electrical, HVAC, plumbing, life safety and other facility systems.
- Design of facility site stormwater capture and/or mitigation systems and solutions.
- Preparation of CADD drawings and/or 3-D renderings which could include but not limited to as- builts, plans, and presentation materials. Consultant may be given reference materials by the City or expected to conduct their own measurements, surveys, and field visits as needed.
- Preparation of Project Construction Documents for bid including plans, technical specifications, unit pricing sheets, and other documents necessary to solicit bids and proposals for project construction consistent with Federal, State, and local policies and practices.
- Concept design including project feasibility and project alternatives.
- Cost estimation and value engineering analysis including operating and maintenance costs.
- Preparation of plans for project sequencing, scheduling, staging, temporary housing, and space planning.
- Support during and after construction including but not limited to: review of submittals, construction stakeout, design services, field investigations, attending preconstruction meetings, schedule analysis, and conflict/change order resolution.

Architectural and Engineering Evaluation and Testing Scope of Work

- Facility master planning including but not limited to determining/projecting City needs, facility assessment(s) , and developing implementation plan(s) for maintenance, rehabilitation, and new construction.
- Existing facility assessments including but not limited to facility condition, stormwater, code compliance, ADA compliance, OSHA compliance, space needs, security and public safety, building envelope testing, and energy use.
- Structural Engineering services including but not limited to inspections and evaluations of the interior and/or exterior of existing facilities.
- Mechanical, Electrical, HVAC, Plumbing, Life Safety, Lighting, and other facility systems evaluations and assessments
- Geotechnical Engineering and Testing services
- Exterior and interior surveying services which may include

facilities/buildings survey, tree survey, and site survey.
- Tree impact evaluation.

Sustainable Public Facility Services Scope of Work

- Cost-benefit analysis, which may include recommendations, on implementing sustainable and green building practices for facility projects including renovation, new construction, and existing City policies and practices.
- Recommendations, analysis, assessments, and evaluations regarding sustainable design and practices for City facilities and facility projects.

RATES AND COSTS EXHIBIT

RATE SHEET

Listed below are the all-inclusive rates of SVA and our selected subconsultants.

SVA Architects (Architect)

Partner/Principal	$225
Senior Project Architect/Manager	$195
Senior Designer	$185
Project Architect/Manager	$175
Job Captain	$155
Intermediate Technical Designer	$125
Junior Technical Designer	$100
Clerical Staff	$75

VCA Engineers (Civil Engineer)

Principal Engineer	$190
Lead/Senior Project Engineer	$165
Project Engineer	$150
Senior CADD Technician	$100

Coffman Engineers (Structural Engineer)

Principal I-III	$225-$265
Senior Discipline Manager	$215
Senior Discipline Engineer	$205
Senior Engineer	$180
Engineer I-III	$118 -$150
Senior Designer (CAD/BIM)	$143
Designer I-III (CAD/BIM)	$100-$130
Drafter I-II (CAD/BIM)	$90-$95
Clerical	$75

AE Group (Mechanical/Plumbing Engineer)

Mechanical Engineer	$225
Mechanical Engineering Assistants	$175

FBA Engineering (Electrical Engineer)

Principal / Project Director	$210
V.P. / Senior Associate	$160
Associate / Project Manager	$160
Construction Support	$135
Electrical Designer	$110
CAD / BIM Designer	$90
Technical Typist	$50

Jordan, Gilbert, Baine (Landscape Architect)

Principal	$165
Director of Design	$140
Director of Production	$140
Project Manager	$110
Landscape Designer	$90
CAD Designer	$85
Clerical	$55

Sierra West Group (Cost Estimator)

Chief Estimator	$125

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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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.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
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

Rev. 11/21 INS-A.doc

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: 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/21

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor 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. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file 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. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon

public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: LSY Enterprise Inc.

(3) Services: Provide on-call professional transportation engineering and planning services, and traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

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

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: The Total Agreement Amount shall not exceed $1,000,000 during the three (3) year Contract Term.

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Andrew Yi, P.E., T.E., PTOE, Principal

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

LSY Enterprise Inc.
26032 Laguna Court
Valencia, CA 91355
Attn: Andrew Yi, P.E., T.E., PTOE, Principal

FOR CITY:

City of Oxnard, Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030
Attn:Tatiana Arnaout, P.E., City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
andrewyi@lsy-enterprise.com

CITY'S PROJECT MANAGER:
tatiana.arnaout@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)
☐ Prevailing Wage Exhibit
☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

LSY ENTERPRISE INC.

Andrew Yi.[2] Date
Chief Executive Officer

Ellen Yi Date
Chief Financial Officer

[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; 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
SERVICE GROUP CATEGORY 2 – TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues.
  Design and/or review plans for traffic signals, traffic control, and signing and striping.

- Design and/or review plans for modern roundabout design.

- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.

- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, and equipment and systems design.

- Evaluate and implement intelligent transportation systems technologies.

- Review and evaluate traffic collision data and advise City staff on traffic safety issues.

- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.

- Conduct engineering and traffic surveys for establishing speed limits.

- Prepare all-way stop and traffic signal warrant studies.

- Prepare feasibility studies, traffic analysis and design of modern roundabouts.

- Prepare traffic management plans for special events and provide technical support for field crews during events.

- Prepare neighborhood traffic calming and management plans.

- Plan and design bicycle and pedestrian facilities.

- Attend City Council and Planning Commission meetings, if requested.

RATES AND COSTS EXHIBIT

LSY Enterprise Billing Rate

Hourly rates for LSY Enterprise are displayed below based on classifications.

Classification	Hourly Billing Rate
Principal in Charge	$185.00
Project Manager	$185.00
Traffic Engineer	$185.00
Engineer	$160.00
Traffic Signal Engineer	$140.00
Engineering Technician	$110.00
Planner/Administration	$90.00
Overtime, Night, Holiday & Weekend Work	130% of the rates listed above
Subconsultant Mark Up (15%)	processing, handling, and quality control

LIN Consulting, Inc.

Standard Fee Schedule

STAFF LEVEL	HOURLY
Principal	$ 205
Senior Project Manager	$ 195
Project Manager	$ 185
Senior Engineer	$ 175
Assistant Project Manager	$ 165
Project Engineer	$ 140
Assistant Engineer	$ 115
Technical Support	$ 95
Administrative Support	$ 55

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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.

LSY A-8396 Professional Services Agreement

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

SAMPLE

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: 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:

NAMED INSURED

SAMPLE

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: December 21, 2021

(2) Consultant: T J K M, a California corporation, dba TJKM Transportation Consultants

(3) Services: Provide on-call professional transportation engineering and planning services, and traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

(4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.

(5) Agreement Ending Date: December 21, 2024

(6) Total Agreement Amount: The Total Agreement Amount shall not exceed $1,000,000 during the three (3) year Contract Term.

(7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer

(8) Consultant's Project Manager: Sayed Fakhry, P.E., T.E., Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

FOR CITY:

City of Oxnard, Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
sfakhry@tjkm.com

CITY'S PROJECT MANAGER:
tatiana.arnaout@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)
☐ Prevailing Wage Exhibit
☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

Rose Chaparro, Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

T J K M, a california corporation, d.b.a.
TJKM TRANSPORTATION CONSULTANTS

Nayan S. Amin.[2] Date
Chief Executive Officer

Ruta Y. Jariwala, Secretary 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; 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
SERVICE GROUP CATEGORY 2 – TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues.
  Design and/or review plans for traffic signals, traffic control, and signing and striping.

- Design and/or review plans for modern roundabout design.

- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.

- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, equipment and system design.

- Evaluate and implement intelligent transportation systems technologies.

- Review and evaluate traffic collision data and advise City staff on traffic safety issues.

- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.

- Conduct engineering and traffic surveys for establishing speed limits.

- Prepare all-way stop and traffic signal warrant studies.

- Prepare feasibility studies, traffic analysis and design of modern roundabouts.

- Prepare traffic management plans for special events and provide technical support for field crews during events.

- Prepare neighborhood traffic calming and management plans.

- Plan and design bicycle and pedestrian facilities.

- Attend City Council and Planning Commission meetings, if requested.

RATES AND COSTS EXHIBIT

TJKM

RATE SCHEDULE

Principal	$220/hour
Director	200/hour
Senior Project Manager	190/hour
Project Manager	160/hour
Senior Transportation Engineer	140/hour
Transportation Engineer	130/hour
Assistant Transportation Engineer	115/hour
Senior Transportation Planner	115/hour
Transportation Planner	110/hour
Assistant Transportation Planner	105/hour
Graphics Designer	100/hour
Designer	95/hour
Technical Staff II	85/hour
Administration Staff	80/hour
Production Staff	55/hour

Reimbursable Expenses

Plotting (per sheet)	$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	.56

All outside services are billed at cost plus a ten percent margin for handling.
Expert Witness charges available upon request.

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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.

T J K M_Agmt A-8397 Professional Services Agreement.docx

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

SAMPLE

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: 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:

NAMED INSURED

SAMPLE

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.12

DATE: December 21, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Second Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short-Term Rental of additional Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION

That the City Council:
1. Approve and authorize the Mayor to execute a Second Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC in the amount of $464,000 for a new total not to exceed $1,707,200 for a term of six months for the short-term rental of eight additional compressed natural gas (CNG) residential refuse collection vehicles; and
2. Approve a budget appropriation in the amount of $464,000 from the available fund balance in the Solid Waste Operating Fund (631).
(Public Works and Transportation Committee approved 3-0 on November 23, 2021.)

BACKGROUND

On June, 30, 2020, Council approved Agreement A-8221 with Amrep U.S.A, Inc. (Amrep) for the rental of seven Compressed Natural Gas (CNG) commercial refuse collection vehicles for the Environmental Resources Division (ER) in Public Works. The purpose of the short term rental allowed for uninterrupted daily commercial collection services to continue while the City pursued a comprehensive, formal lease-purchase of 26 new CNG vehicles for ER. On October 20, 2020 Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR).

On March 2, 2021, Council approved the lease-purchase acquisition of 26 CNG collection vehicles from Velocity Truck Centers in Oxnard.

On June 15, 2021, the City Council approved the First Amendment to Rental Agreement A-8221 with BTR in the amount of $621,000 for a new total not to exceed $1,243,200 and to extend the term to June 30, 2022. This First Amendment extended the rental of the original seven CNG collection vehicles for an additional year due to the loss of existing diesel commercial vehicles due to maintenance issues or State emission requirements.

DISCUSSION

The estimated delivery date for the 26 new lease-purchase CNG collection vehicles was October 2021. Unfortunately, due to the effects of the COVID pandemic on the national supply/transportation chain and labor availability, the delivery of the CNG collection vehicles has been delayed twice. The current, estimated delivery date for these vehicles is now late January of 2022. As such, there is a current need to add an additional eight vehicles, for a total of 15, to the short-term rental with BTR.

The proposed Second Amendment adds eight additional residential CNG collection vehicles to the fleet until the delivery of lease-purchased residential CNG collection vehicles are expected to arrive in late January 2022. This is particularly

important as the City will be initiating weekly collection of all three residential containers (refuse, recyclables and green waste/organics) on January 3, 2022, as part of the compliance with the State's residential food waste and organic waste collection mandate (SB 1383). Weekly collection of all three residential containers will also improve customer service and alleviate the potential for cross contamination among the three residential containers.

This Amendment with BTR also allows the return of any of the additional eight leased rental residential CNG collection vehicles as we receive the lease-purchased vehicles, on an as-needed basis and without monetary penalty from BTR.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The monthly rental cost per residential CNG collection vehicle is $8,750, with a total monthly rental cost of $70,000. There is also a one-time estimated transportation/delivery cost of $39,850 which is based on the location of trucks at time of rental. A contingency amount of $4,150 has been included in this Amendment to account for any additional transportation costs, if any.

The total cost for the additional eight rental vehicles with Big Truck Rental, LLC shall not exceed $464,000 for a term of six months through June 30, 2022. Additional funding of $464,000 is required and staff is recommending a budget appropriation from the available Environmental Resources fund balance to the Environmental Resources Operating Budget (account 631-6307-846-8321).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Budget Appropriation
2. 2nd Amendment to A-8221
3. A-8221 through 1st Amendment

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works - Environmental Resources **Date:** December 21, 2021
Project/Program:
Manager: Todd Vasquez-Housley **Phone:** (805) 385-7957

Reason for Appropriation:

Budget appropriation to fund the rental of eight (8) residential compressed natural gas (CNG) trucks for the Environmental Resources Division. The funding is authroized by the Second Amendment to the Master Equipment Lease/Rental Agreement No. A-8221 with Big Truck Rental, LLC.

Accounts and Descriptions		**AMOUNT**
Fund:	**ENVIRONMENTAL RESOURCES OPERATING FUND (631)**	
Expenditures/Transfers Out		
	Solid Waste Operating/Environmental Resources	
631-6307-846-8321	Solid Waste - Residential Collection - Rental Vehicles	464,000
	Total Expenditures	464,000
	Net Change to Fund (631) Balance	**(464,000)**
	Net Appropriation Change	**464,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA # (Finance Use Only) _____
BA DOC.# (Finance Use Only) _____

REQUIRES CITY COUNCIL AUTHORIZATION

SECOND AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Second Amendment ("Second Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Second Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep). The Agreement previously has been amended on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. In Section 3 of the Agreement, the selected answer is hereby amended to state: "Customer shall pay BTR the sum of $7,400.00 per month per item of front loader Equipment and the sum of $8,750 per month per item of side loader Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related BTR invoice."

2. The following is attached hereto and incorporated herein by this reference into the Agreement: Side Loader Refuse Trucks Exhibit - B

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

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

BIG TRUCK RENTAL, LLC

_____ _____
Scott Smith, Date
Director of Municipal Sales

_____ _____
Eric Voss, Date
Vice President, Sales

1

Exhibit - B
Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT

Company Address	5001 W. Lemon St. Tampa, FL 33609	Created Date	10/19/2021
Prepared By	Scott Smith	Email	scotts@bigtruckrental.com
		Quote Number	00022589

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Jose Alvarez	Shipping Contact	Jose Alvarez
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	111 South Del Norte Boulevard Oxnard CA 93030 United States
Billing Email	jose.alvarez@oxnard.org	Shipping Email	jose.alvarez@oxnard.org
Billing Phone	805-814-2716	Shipping Phone	805-814-2716
Billing Mobile	8052072125	Shipping Mobile	8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis VIN	Product Family	License Plate	Miles	Hours
4020074	2021	Peterbilt	520	3BPDLK0X8MF109931	SIDE LOADER	MB68AC	25,472	1,835
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
4020023	2021	Peterbilt	520	3BPDLK0XXMF108313	SIDE LOADER	MB15AI	18,335	1,206

Pricing Details

Quantity	Sales Price	Total Product Price	Transportation Cost
4.00	$2,187.50	$8,750.00	$1,400.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$6,175.00
4.00	$2,187.50	$8,750.00	$1,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	$70,000.00	Total Amount Due	$109,850.00
Total Security Deposit	$0.00		

Total Transportation Cost $39,850.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms

Pricing is for the monthly (4 week) rental rate of 8 automated side loaders and is based on OMNIA Partners national cooperative contract #2019000319

Transportation cost is a one-time fee and is based on location of trucks at time of rental. Currently, 2 trucks are available at our Las Vegas dealer location and quote has been adjusted accordingly. The other 6 trucks include estimated transport amounts - actual will be determined at time of rental.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Master Equipment Lease/Rental Agreement ("Agreement"), dated as of June 16, 2020, is entered into between City of Oxnard ("Customer"), with offices at 111 S. Del Norte Blvd. and Amrep Manufacturing Company, LLC ("Amrep"), with offices at 1555 S. Cucamonga Ave., Ontario, CA 91761.

1) **LEASE/RENTAL OF EQUIPMENT; TITLE.** Amrep agrees to lease/rent to Customer, and Customer agrees to lease/rent from Amrep, the equipment as described more fully in attached Schedule(s), as amended and/or supplemented from time to time, executed by Customer and Amrep and made part of this Agreement (individually, an "item of Equipment" and collectively the "Equipment"). Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest under the terms and conditions of this Agreement. Amrep shall have the right to file UCC financing statements, including, without limitation, continuation statements, covering any item of Equipment and setting forth Amrep's interest therein.

2) **TERM OF AGREEMENT; DELIVERY OF EQUIPMENT.** The Agreement shall become effective with respect to each item of Equipment on the date such item of Equipment is delivered by Amrep to Customer, and shall continue for the term specified on the applicable attached Schedule(s) (each a "Term"), unless terminated earlier pursuant to the provisions hereof. Customer shall take delivery of each item of Equipment F.O.B. City of Oxnard Yard within ten (10) days of the last party to sign this Agreement.

3) **RENT.** Customer shall pay Amrep the sum of $7,400.00 per month per item of Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related Amrep invoice.

4) **ACCEPTANCE AND INSPECTION**. By accepting delivery of any Equipment, Customer acknowledges and accepts the warranty and limitations set forth in Section 5 and Section 6, respectively, and further acknowledges and represents that Customer has inspected each piece of Equipment and concluded this it is in proper operating or serviceable condition and that it has been selected by Customer as adequate and sufficient for Customer's intended uses. Customer is responsible to provide all O.S.H.A., federal, state and local required safety equipment. Customer assumes all responsibility for the care and use of each item of Equipment and agrees to pay Amrep, in addition to the Rent and all other amounts required to be paid to Amrep hereunder, an amount equal to all damages to and losses with respect to any item of Equipment.

5) **LIMITED WARRANTY.** Amrep leases/rents each item of Equipment to Customer pursuant to the Amrep Limited Warranty (attached hereto as Schedule B and incorporated herein). The remedies set forth therein are Customer's sole and exclusive remedies and Amrep's entire liability for any breach of the limited warranties set forth herein.

6) **LIMITATION OF LIABILITY.** Amrep's liability whether in contract or otherwise, with respect to this Agreement and/or any item of Equipment shall in no event exceed the amount received by Amrep from Customer under this Agreement attributable to such item of Equipment. Amrep shall not be liable for, and Customer waives and releases Amrep for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any item of Equipment,

COUNCIL APPROVED
06/16/2020 I6
DATE

including, without limitation, damages for loss of business profits or business interruption, claims due to the non-performance of any item of Equipment, the inability of any item of Equipment to perform a task, repair time required for any item of Equipment and/or any other cause.

7) **AMREP'S REPRESENTATIONS and COVENANTS.** Provided Customer is not in default, Amrep shall not interfere with Customer's quiet enjoyment of the Equipment during the Term.

8) **CUSTOMER'S REPRESENTATIONS and COVENANTS.**

a) **Permits.** All Permits required for Customer to lease/rent and/or use the Equipment shall be obtained by Customer and shall be valid and in full force and effect. All fees and charges with respect to any permits required to lease/rent and/or use the Equipment shall be paid in full. No event has, or shall occur that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit.
b) **Compliance with Laws.** Customer shall comply with all contractual obligations hereunder and applicable laws except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect.
c) **Liens.** Customer shall keep the Equipment free and clear of all Liens.
d) **Subleases.** Customer shall not allow, nor enter into any sublease of the Equipment.
e) **Taxes and Fees.** Customer acknowledges that the Rent payments are exclusive of any federal, state or local taxes and license and registration fees now in force or hereafter imposed, unless otherwise specified herein or on the attached Schedule(s). Customer shall pay all sales, use and other taxes and all fees and charges that are levied on any item of Equipment during the Term. Customer shall also pay all taxes (other than income taxes) that are charged to Amrep by reason of Amrep's interest in any item of Equipment. Further, Customer shall be responsible for other strictly usage-related fees, including but not limited to parking, storage, towing and tolls.
f) **Accident Reporting**. Customer shall notify Amrep within twenty-four (24) hours of any accident or occurrence involving any item of Equipment in which a person or property is, or is claimed to be, injured or damaged.

9) **CUSTOMER'S USE OF THE EQUIPMENT.**

a) **Customer's Possession.** Customer may not move the Equipment from California without Amrep's prior written consent.
b) **Personal Property.** The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law. Customer shall not affix or attach any insignia or markings to, or paint over any areas of the Equipment, or attach the Equipment to real property or any improvements without the prior written approval of Amrep.
c) **Operation.** Customer shall operate the Equipment only for its intended purpose and exclusively in connection with Customer's business.
d) **Inspection.** Customer shall permit Amrep (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours, and in compliance with Customer's reasonable security procedures.

10) **MAINTENANCE AND USE.** Subject to reasonable and normal wear and tear, unless otherwise stated in the attached Schedule(s), Customer shall keep each item of Equipment in good operating condition and repair and shall pay the costs of all repairs to each item of Equipment. Customer shall notify Amrep of any repair or maintenance due on each item of Equipment and shall have such repairs or maintenance done at an Amrep approved and authorized provider. Customer shall provide and pay for all gas, oil, anti-freeze fluid, lubrication and routine servicing for each item of Equipment. All service and repairs shall be done when needed and in compliance with Law, but in

any event no less often than as set forth in the Amrep owner's manual for such item of Equipment (receipt of which owner's manual is hereby acknowledged by Customer). Tread depth measurements of the Equipment's tires shall be made and documented immediately prior to the delivery of the Equipment. All tire repair and servicing shall be the responsibility of the Customer, unless otherwise stated on the attached Schedule(s). Customer shall provide to Amrep a record of all the foregoing maintenance and repair.

Customer agrees not to cause or permit Customer's drivers, employees or agents to make any repairs or adjustments to any item of Equipment or to tamper with the governors on any item of Equipment. Customer shall further abide by Amrep's directions concerning any emergency repair services. Amrep shall not be responsible for any repair of or service to any item of Equipment by a third party unless expressly authorized in advance by Amrep. Customer shall not subject any item of Equipment to misuse, abuse, negligence or excessive use.

11) **LOSS.** While the Equipment is leased/rented hereunder, Customer shall bear all risk of loss, damage, destruction, theft, condemnation, injury, cost, expense, claim or liability to, of or from such Equipment from any cause whatsoever ("Loss"). Customer shall notify Amrep in writing within 24 hours of any such Loss.

12) **INSURANCE.** Customer shall obtain and maintain at its expense on an occurrence basis the following minimum insurance coverages: (i) worker's compensation insurance as required by applicable law; (ii) employer's liability insurance in the minimum amount of $1,000,000 per occurrence; (iii) commercial general liability insurance including products coverage, contractual liability in a minimum amount of $2,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned and non-owned vehicles brought on site in a minimum amount of $1,000,000 per occurrence; (v) excess of (ii), (iii) and (iv) above, liability insurance in the additional minimum amount of $5,000,000 per occurrence. Furthermore, Customer shall be responsible to provide "all risk" property damage insurance to cover direct physical loss, damage or destruction to the Equipment based on replacement value with Amrep named as "Loss Payee." The insurance coverage may be written with deductible amounts acceptable to the Amrep. Lessor, its parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents, shall be named as additional insured by endorsement on (iii) and (iv) above, including excess liability, and shall provide a certificate of insurance evidencing these coverages upon Lessor's request.

13) **USE, LOCATION AND MARKING OF EQUIPMENT.** Customer shall have the sole use, control and responsibility for each item of Equipment until it is returned to Amrep. Customer hereby affirms that it is leasing/renting each item of Equipment for a business or commercial purpose and that no item of Equipment shall be used for personal, family or household uses. Customer shall obey all federal, state and local Laws and regulations in using each item of Equipment and shall only allow any item of Equipment to be used by competent and qualified personnel. Customer shall use each item of Equipment only in California unless Amrep gives Customer written permission to use it in another state. In no event shall Customer transport or use any item of Equipment outside California without obtaining the prior written consent of Amrep, which consent may be granted or withheld in Amrep's sole and absolute discretion. Customer shall not modify any item of Equipment, tamper with or disable the odometer, or place any sign or mark on any item or Equipment without Amrep's consent and Customer shall pay the costs of repair and/or removing the modification or sign or markings and all needed repairs that are caused by such removal.

14) **TITLE AND OWNERSHIP.** The Equipment shall at all times remain the property of Amrep and Customer shall have no right or property interest therein during the Term of this Agreement. Amrep shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on any item of Equipment. Upon Amrep's request, Customer shall execute and pay all filing costs of UCC financing statements, including, without limitation, continuation statements, deemed appropriate by Amrep, covering any item of Equipment and setting forth Amrep's interest therein. Customer shall not pledge, encumber or permit any lien to attach to any item of Equipment.

15) **TERMINATION and DEFAULT.**

a) **Termination.** Except as otherwise set forth herein, this Agreement shall terminate with respect to each item of Equipment upon the occurrence of all of the following events with respect to each item of Equipment: (i) the end of the Term of this Agreement for such item of Equipment; (ii) the return of such item of Equipment to Amrep in the required conditions, and (iii) the payment by Customer of all amounts owed to Amrep under this Agreement. Notwithstanding the foregoing, Amrep may (x) immediately terminate this Agreement pursuant to Section 15(c) in the Event of Default and (y) terminate this Agreement upon giving 30 days' prior written notice to Customer, at Amrep's sole and absolute discretion.

b) **Events of Default.** Time is of the essence of this Agreement. Each of the following events is an "Event of Default" under this Agreement: (i) Customer fails to pay on or before the due date the full amount of Rent or any other payment due hereunder; (ii) if Customer violates, neglects, defaults, neglects or fails in the observance or performance of any other term, covenant or condition of this Agreement and fails to remedy such default within 5 business days after notice of such default by Amrep to Customer; or (iii) Amrep reasonably deems any item of Equipment to be in danger of misuse, confiscation, damage or destruction.

c) **Remedies.** If an Event of Default occurs and is continuing, Amrep may, in its sole discretion, exercise one or more of the following remedies, immediately and without legal proceedings or notice to Customer (and at Customer's expense) and without liability for any damages occasioned thereby (i) declare this Agreement in default; (ii) terminate this Agreement in whole or in part; (iii) take possession of, or render unusable, the Equipment wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such action; (iv) require Customer to deliver the Equipment at a location designated by Amrep; (v) proceed by court action to recover all damages and expenses incurred by Amrep by reason of any Event of Default; or (vi) exercise any other right or remedy available to Amrep at law or in equity.

Customer herby expressly waives any rights it may have to possession of any item of Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of any item of Equipment hereunder. Nothing herein contained shall require Amrep to re-lease, re-rent, sell or otherwise dispose of any item of Equipment.

Amrep's shall have all of the rights and remedies permitted at law and equity, and such rights and remedies are cumulative any may be exercised concurrently and repeatedly and the exercise of one remedy shall not be deemed an election of remedies. No waiver of a default is a waiver of any other default or subsequent breach of this Agreement by Customer. In addition to all other charges provided under this Agreement, Customer agrees to pay all removal, freight, storage, labor and other charges and costs insured by Amrep as a result of Customer's breach of this Agreement.

16) **Hold Harmless, Defense and Indemnity.**

a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Amrep's performance of this Agreement or Amrep'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. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Amrep from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Amrep asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.

c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep'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 do not affect the provisions of this Agreement relating to insurance.

d) Amrep 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 Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer'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. Amrep 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 Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep 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 Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, 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. Amrep 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 Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep'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. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.

f) Amrep 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 Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) **RETURN OF EQUIPMENT.**

a) **Obligation to Return Equipment.** Customer shall, at its expense, no later than the expiration of the Term or upon termination, whichever first occurs, return the Equipment to the Amrep at the address shown above or to such other place as Amrep may direct.

b) **Condition of Equipment Upon Return.** Customer shall cause the Equipment returned under this Agreement to (i) be free and clear of all liens (other than Amrep liens, if any) and rights of third parties; and (ii) be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If, upon completion of the Term, Amrep determines that any item of Equipment has been subject to excess wear and tear, Customer will be responsible and liable for the cost to restore the item of Equipment to the required condition.

18) **MISCELLANEOUS.**

a) **Notices.** All formal notices required or permitted under this Agreement shall be in writing and either delivered in person or sent by recorded, certified, registered or recorded express mail service, return receipt requested, postage or courier fees prepaid, to the addresses of the Parties set forth above. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to this Agreement may be by letter, electronic mail, fax or telephone.

b) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

e) **Amendment and Modification.** No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party to this Agreement.

f) **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.

g) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

h) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Amrep, which consent Amrep shall not unreasonably withhold or delay. Any purported assignment in violation of this Section is null and void. No assignment relieves the assigning party of any of its obligations under this Agreement.

i) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

j) **No Third-party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k) **Governing Law.** Any disputes regarding this Agreement shall be determined in the Courts and governed by the laws of the state of California.

l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

m) **Force Majeure.** Amrep shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: City of Oxnard

By: Tim Flynn

Name: Tim Flynn
Title: Mayor
Date: 6/16/20

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson
Title: President
Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: _____

By: _____

Name: _____
Title: _____
Date: _____

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson
Title: President
Date: 6/1/2020

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

1. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

2. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

3. **EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
   EQUIPMENT VIN:
   EQUIPMENT REPLACEMENT VALUE:
   COMMENCEMENT DATE:
   LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

AMREP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Amrep warrants only Products of its manufacture, sold by Amrep, or by an Amrep authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Amrep's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Amrep shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Amrep makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Customer a separate written certificate specifically warranting the Product. Customer must complete a Product Warranty Registration Form, where applicable (retaining a copy for Customer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Amrep warranties thereto (Customers may also have other specific rights which vary from state to state).

Amrep does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Amrep does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Amrep products without Amrep authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Amrep. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Amrep does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Amrep. Further, Amrep does not warrant any Products that have had serial numbers removed, altered or defaced. Amrep shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Amrep, without separate compensation therefore, furnishes Customer, Customer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Amrep to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Customer, such sample, model or demonstration merely illustrates the general type and quality of Product and is not to be construed as a representation. If Amrep authorizes any labor costs associated herewith, such will be solely in accordance with Amrep established labor rates.

Authorization for repairs or related work on Products other than at a Amrep facility or authorized service center must be through prior written consent by Amrep; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Amrep for authorized service work is limited to two (2) hours maximum per service call.
As the exclusive remedy, provided such Product is manufactured by Amrep and deemed by Amrep to be defective, Amrep shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Customer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Customer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Amrep may endeavor to assist Customer or Customer's customer in resolution. Amrep will accept warranty claims only from the Customer or in the event of Customer's resale, redistribution, installation or other similar action, unless otherwise noted, from Customer's customer, end user or third party that directly purchased the Product through a legitimate action. Amrep reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Amrep Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.
In any action brought against Amrep, regardless of the form or forum, Amrep shall not be liable to Customer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Amrep in favor of Customer, end user, customer or any third party exceed the amount paid to Amrep by Customer for the Product, to the extent allowed by law. Amrep shall not indemnify Customer, end user, customer or any third party from potential claims by or against a third-party manufacturer or supplier. Further, Amrep shall not indemnify Customer, Customer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Amrep's Limited Warranty to fail of its essential purpose.
In the event of Customer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Amrep, Customer shall merely and solely pass the applicable Amrep limited warranties herein on to Customer's customer, end user or third party, as applicable, but make no warranty on its own binding Amrep, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of this disclaimer of any Amrep warranty, in writing or otherwise.

Customer and Customer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Customer and as applicable, Customer's customers, end users or third parties shall defend, indemnify and hold harmless Amrep (and Amrep's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Amrep and involving Customer's and/or Customer's customers', end users', or third parties' acts, omissions, negligence, misconduct; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Customer or Customer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel and/or Customer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Customer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Customer or its personnel and/or Customer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Customer and/or Customer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Amrep) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Customer and/or Customer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Customer and/or Customer's customers, end users, or third parties represent and warrant that the Products sold by Amrep will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND AMREP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY.
DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE CUSTOMER OR CUSTOMER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER IN CONNECTION THEREWITH; CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO CUSTOMER OR ANY SERVICES PROVIDED TO CUSTOMER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF AMREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
CUSTOMER'S AND/OR CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST AMREP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN AMREP'S LIMITED WARRANTY SET FORTH HEREIN. AMREP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF CUSTOMER AND CUSTOMER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF AMREP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL AMREP BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMER, END USER OR THIRD PARTY, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF CUSTOMER AND CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of one (1) year structural, parts and labor from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Aftermarket Parts – Six (6) months from the date of shipment from the Amrep shipping point
- Service – Six (6) months from the date of completion of service

AMREP inc.
1555 S. Cucamonga Ave, Ontario, CA 91761 Ph# (909) 923-0430 FAX (909) 923-2485
http://www.amepinc.com
Manufacturer of Quality Refuse Equipment

PROPOSAL

30732 Rental

FOR: City of Oxnard CA	**Contact:** Ignacio Carrillo	**Date:** 04/09/2020
111 South Del Norte Blvd.	**Phone:** 805-385-8220	**Salesman:** Rob Strange
Oxnard CA **ZIP** 93030	**Fax:** 805-487-3860	**Title:** National Sales
CUSTOMER: Oxnard City CA	**E-Mail:** ignacio.carrillo@oxnard.org	rstrange@amrepinc.com

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

BODY:21' HX450FL Body Style - 40 Cubic Yard Capacity
Body Material:

Hopper Lower - 4mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Lower - 4 mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Body Upper - 1/8" Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
Full Packer Blade
Fixed Side Pocket Forks
Modular Electrical System With Packer Computer and Display
"Plug & Socket" Weather Resistant Harness System
LED Lighting Package With Mid Body Turn Signals
Inside & Outside Air Controls
Body Service Hoist
Broom & Shovel Mounted On Body Shell
20# Fire Extinguisher Mounted On Tandem Fender
Rear Strobe Mounted At Lower Door

CHASSIS :PETERBILT 520 -2020 dealer RUSH TX Stock Number 1049675 Front axle 20,000# Rear Axle 46,000# RT46-160
Paccar MX-11 Allison 4500 RDS Transmission
315/80R 22.5 20 Ply M870 x 10 each
ALCOA 89U637 22.5X9.00 x 10 each
MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-
MIRROR BRKT; INCLUDES DUAL DOOR STOPS
(2)CONVEX 8" SS MIRROR, CNTR MTD UNDER
Radio Running lights Standard & Ecco back up alarm
AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT
Steel Tool Box Peterson Strobe 6 light package

RENTAL AGREEMENT TERMS PER MONTH PRICING:
* RENTAL PERIOD 6 MONTHS (rental can be extended on a month to month basis)
* 5 EACH COMMERCIAL FRONT END LOADER
* DELEIVERY FROM ONTARIO CA TO OXNARD CA NO CHARGE
* CONDITION IS: NEW (no prior in service)
* 1st Month Rental Fee Due @ Signing & 5th day of each Subsequent Month
* All other Terms and Conditions please refer to Lease Agreement Enclosed

	PRICE	QTY	TOTAL
Unit Base Price	$7,400.00 per month per truck	7	$51,800.00 monthly

Out Of State Deliveries Must Be Performed By Common Carrier

MONTHLY SUB TOTAL	$51,800.00
TAXES TBD	$
	$0.00
Freight	No Charge
TOTAL	

Proposal Valid For 30 Days From Date For Acceptance And

F.O.B.: City of Oxnard
DELIVERY: 10 days Upon Receipt of Signed Contract
SIGNATURE: **DATE:**

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.
ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the Renter and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
  Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: **AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.**

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☒ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☒ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☒ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☒ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☒ Records of previously bid items that were similar.
   - ☒ Proven industry standard.

4. Provide a brief written explanation for this product/services. (forms with this field missing will be returned. You may attach a separate sheet if you prefer) **Refuse collection fleet has been impacted by multiple vehicle breakdowns. In order to maintain operational integrity, the Environmental Resources Division (ER) seeks the rental of seven (7) front loader collection vehicles. ER's current waste collection fleet is Amrep brand vehicles. City drivers have been trained and are familiar with the Amrep vehicle controls and vehicle layouts. Renting non-Amrep front loader vehicles would impact productivity and increase costs to the City as additional specialized training for employees would be necessary. The term of rental is not to exceed one year. ER expects to surrender rented units on a staggered schedule as newly purchased vehicles are delivered from manufacturer.**

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: **20/21**
One-Time Costs (Describe):	
Ongoing Costs (Describe): **Monthly Rental of 7 Units**	**$51,800/mo.**
Annual Total Costs: Add the total by year	**$621,600**

6. Period of Performance:

From:	**July 2020**	To:	**June 2021**	Or One-Time Purchase	

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: **Public Works – ER** Requestor Name (Print Name): **Todd Vasquez-Housley**
Please print

Authorized Department Director or designee: RGaglione
Please print/sign name Date:

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**

Notes:

Purchasing Buyer: / N/A
Under $25,000 Please Sign Date:

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing Manager: Daniel Willhite	/ N/A	
Up to $100,000	Please Sign	Date:
City Manager: Alexander Nguyen	/ N/A	
$100,001 to $200,000	Please Sign	Date:
Mayor: Tim Flynn	/ Tim Flynn	6/16/20
$200,001 +	Please Sign	Date:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	$	FY:	

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

A-8221

Assignment and Assumption

This Assignment and Assumption of the Master Equipment Lease/Rental Agreement ("Assignment"), dated as of ~~September~~ OCTOBER 20, 2020 (the "Effective Date"), is entered into among Amrep Manufacturing Company, LLC ("Amrep" or "Assignor") and Big Truck Rental, LLC ("BTR" or "Assignee") and the City of Oxnard ("Oxnard") (collectively, Assignor, Assignee and Oxnard are referred to as the "Parties").

WHEREAS, Oxnard and Assignor are parties to that certain Master Equipment Lease/Rental Agreement dated as of June 16, 2020 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee as of the Effective Date on the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.

2. In accordance with Section 16.f. of the Agreement, Assignor hereby assigns the Agreement to Assignee, and Oxnard approves of such assignment. From and after the Effective Date, Assignee assumes all rights, duties and obligations of Assignor under the Agreement. Assignee agrees to be bound by and to perform the obligations under the Agreement. All references in the Agreement to Amrep shall be deemed to refer to Assignee.

3. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Any notice to Assignee pursuant to Section 18.a of the Agreement shall be sent to at the following address:

   Big Truck Rental
   5001 W Lemon St.
   Tampa, FL 33609
   Attention: Zach Martin

5. Other than terms contained herein, the Agreement shall remain in full force and effect.

6. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment may be executed in one or more counterparts by scanned or facsimile signature, all of which taken together shall be deemed to constitute one and the same instrument.

8. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law principles that may require the application of any other laws.

[*Signature Page Follows*]

WITNESS, the Parties have caused their authorized representatives to execute this Assignment as of the date first above written.

CITY OF OXNARD

By: _____ Date: 10/20/2020
Name: Dan Willhite
Title: Purchasing Manager

APPROVED AS TO FORM:

_____ 10/15/20
Stephen M. Fischer, City Attorney (always required) Date

AMREP MANUFACTURING COMPANY, LLC.[1]

By: _____ Date: 10/20/20

Name: Eric Matton
Title: President

AMREP MANUFACTURING COMPANY, LLC.

By: _____ Date: 10/20/20

Name: Richard Sedor
Title: General Counsel

[1] City of Oxnard agreement signature policy – For any Limited Liability Company (LLC), the signatures of two (2) LLC managers are required. These managers must be in the capacity of LLC owner/manager or company director. The signatures of middle and lower management are invalid.

A-8221

BIG TRUCK RENTAL, LLC.[2]

By: _____ Date: 10/20/2020

Name: Scott Smith
Title: Director of Municipal Sales

BIG TRUCK RENTAL, LLC

By: _____ Date: 10.20.2020

Name: Eric Voss
Title: Vice President, Sales

[2] Ibid.

Agreement No. A-8221

FRIST AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This First Amendment ("First Amendment") to the master equipment lease/rental agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This First Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep).

WHERAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve (12) months for a maximum lease/rental term of twenty four (24) months.

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
06-15-2021 I5
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

6-15-21

☒ John C. Zaragoza, Mayor1 Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

R. Chaparro 6/15/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/24/21

Stephen M. Fischer, City Date
Attorney (always required)

BIG TRUCK RENTAL, LLC

_____ _____
Scott Smith, Date
Director of Municipal Sales

_____ _____
Eric Voss, Date
Vice President, Sales

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

BIG TRUCK RENTAL, LLC

Scott Smith, 3/19/21
Director of Municipal Sales Date

Eric Voss, 3.23.21
Vice President, Sales 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.

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.13

DATE: December 21, 2021

TO: Finance & Governance Committee

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: Second Amendment to Agreement A-8012 with NHA Advisors for financial advisory services, disclosure compliance, and CDIAC reporting services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement No. A-8012 with NHA Advisors for a five-year extension in the amount of $100,000 per year ($500,000 total for the amendment or, including the prior amount, $800,000 total contract).
(The Finance and Governance Committee approved 3-0 on November 23, 2021.)

BACKGROUND

In 2017, the Finance Department issued a request for proposals (RFP) for financial advisory services. The RFP was based on the approach recommended by the Government Finance Officers Association of the United States and Canada (GFOA) in its publication "A Guide for Selecting Financial Advisors and Underwriters." The City received six proposals responsive to that RFP, and on October 3, 2017, the City Council awarded Agreement No. A-8012 to NHA Advisors.

At that time, the City had more than $18 million in outstanding variable-rate wastewater and General Fund bond debt that was accruing significant increases in Letter of Credit (LOC) fees with a lack of banks available to provide a renewal. In addition, a swap tied to the City's 2004B wastewater bond issue and $27.8 million lease bond issue had been outstanding, with a termination value of $6.5 million. This variable rate/swap/LOC risk, under 1x coverage for both utilities in multiple years combined with other challenges such as drought related revenue reductions; a voter led Proposition 218 litigation initiative; an inability to raise rates due to political challenges; and significant staff turnover at the executive levels led to several rating downgrades and a negative credit outlook for the sewer enterprise.

NHA's initial work for the City consisted of helping to negotiate a new LOC for both variable rate issues, working closely with the prior LOC bank to execute several extensions to assist with this short-term solution. Once the new LOC was locked in, NHA turned its attention to the City's credit rating. NHA helped prepare a comprehensive rating presentation for the City's General Fund and for the water and wastewater funds. The credit strategy focused on a new five-year rate increase package that was approved by Council. Throughout this process, the City's wastewater rating was unchanged, but its outlook was raised from negative to positive. This stabilization, combined with Finance staff and NHA's comprehensive clean-up of the City's historical continuing disclosure compliance and implementation of new continuing disclosure compliance procedures, allowed NHA to help bring several restructurings to the marketplace after years of challenges for the City accessing the municipal market.

NHA also helped the City execute a $24.6 million wastewater refunding (refunding of 2004B and 2006 wastewater bonds), which also terminated the swap and put all the City's debt into fixed rate mode. In addition, NHA helped the City execute a $40.4 million refunding of its 2006 water bonds. The City obtained a two-notch rating upgrade from "BBB" to "A-" for the sewer bonds and was able to obtain extremely aggressive bond insurance bids.

DISCUSSION

The City's original 2017 agreement with NHA Advisors for financial advisory services was for three years and $300,000. On September 29, 2020, that contract was administratively amended to extend the agreement until December 31, 2021 (without any amendment to cost). $224,073 of that has been spent thus far. This includes $120,381 for continuing disclosure work, $45,471 for financial projection and analysis, $28,088 for general consulting, and $30,133 for work related to the City's pension liability (education workshops, staff meetings and analysis).

Staff is requesting another $100,000 per year for a five-year extension of the contract ($500,000 total for the amendment or, including the prior amount, $800,000 on the contract). This includes financial advisory services. Financial advisory services could be in the form of bond debt restructuring analysis, PERS/PARS retirement analysis, OPEB analysis, or other types of financial assistance that may be needed. Additionally, staff proposes expanding disclosure and CDIAC reporting compliance services. Staff believes NHA has been doing tremendous work for the City and recommends Council approval of this contract extension.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

Costs for the Financial Advisor will be incurred by an hourly basis. These costs will either be directly booked to the appropriate fund (i.e., General Fund, Utility Fund, etc.) for work done that directly impacts a particular fund, or the general costs will be allocated to all funds through the City's cost allocation model. No budget appropriation is necessary. There is sufficient funding in Fiscal Year 2021-22 to cover the estimated costs for the remainder of the current fiscal year. Funding for future years costs will be included in the respective budget of each Fiscal Year (2022-23 through 2025-26).

Prepared by: Betsy George, Chief Financial Officer, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. A-8012 NHA Advisors - Original Agreement
2. A-8012 NHA Advisors - First Amendment
3. A-8012 NHA Advisors - Second Amendment

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 11 day of September, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and NHA Advisors (**"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 Jim Throop (**"Manager"**), subject to the direction of the City Manager or Department Manager.

COUNCIL APPROVED
10/3/2017 LZ
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 B** 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 Craig Hill 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 October 1, 2017, and expire on December 31, 2020. The City will have the option to extend the agreement for two (2) additional one (1) year periods.

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 $300,000.00 for the Services at rates provided in **Exhibit C** 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. Hold Harmless, Indemnity and Defense

a. For architectural, landscape architectural, engineering or land surveying services only:

(1) 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. 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. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(2) 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 that persons other than Consultant are responsible for the liability 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 the 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 comparative active negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. For everything else:

(1) 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. 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.

(2) 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. For services under both 21a and 21b, 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 18704 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 NHA Advisors, 4040 Civic Center Drive, Suite 200, San Rafael, CA 94903, Attention: Craig Hill, Principal.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 W. Third Street, Suite 302, Oxnard, California 93030, Attention: Jim Throop, Chief Financial Officer.

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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn — 10/10/17

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☐ Greg Nyhoff, City Manager (if agreement is $25,000.01-$250,000.00)

☐ Jim Throop, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion — 10/11/17

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

9/19/17

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

9/18/17

Jim Throop, Project Manager (required for any agreement amount) — Date

9/18/17

Jim Throop, Department Head (if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

for — 11 Oct 2017

Greg Nyhoff, City Manager (if agreement is $250,000.01 or more) — Date

APPROVED AS TO INSURANCE:

10/9/17

Mike More, Risk Manager (required for any agreement amount) — Date

CONSULTANT

GCH — 9/15/17

Craig Hill, Principal — Date

Mark Northcross — 9/15/17

Mark Northcross, Principal — Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT A

SCOPE OF SERVICES

Financial Advisor tasks and responsibilities.

A. Advise and assist the City in the development, structure and timing of the issuance of bonds in accordance with applicable laws, customs, and practices governing such issuance.

B. Advise and assist the City in considering and structuring various modes of financing, including but not limited to refundings, taxable bonds, credit-enhancement, leased equipment financings, general obligation bonds, pension obligation bonds, redevelopment bonds, and lease revenue bonds/certificates of participation that maximize the resources available to produce a financially sound and cost-effective transaction.

C. Advise on the amount, timing, and nature of borrowings, as well as the credit structure, maturity schedule, call provisions and other matters which may assist the City in obtaining the lowest practical interest cost and the widest competition for purchase of its bonds, as needed.

D. Advise on the merits of competitive, negotiated or private placement of debt.

E. Analyze and make recommendations relating to various financing options so as to secure the lowest practical interest rate; enhance the marketability of the bonds; achieve the widest competition for bond purchase to include retail, institutional, and other investor classes; and achieve optimal leverage of City resources, while maintaining a prudent level of risk, through debt obligations. Identify the advantages and disadvantages of any recommendations.

F. Assist in the preparation of the preliminary and final official statements, notices of sale (competitive offerings), other appropriate information to prospective bond and note investors, and any materials required to facilitate the sale of the bonds.

G. Assist in the preparation and review of legal and financing documents in coordination with City Attorney, bond counsel, underwriter's counsel (if any), disclosure counsel, City Staff, and other relevant parties. These documents shall include regulations, rules, proposed legislation, and other documents relating to the City's financing programs.

H. Assist in preparing and presenting timely and adequate information on proposed financings and the City's finances and operations to the bond rating agencies and institutions providing credit enhancement.

I. Evaluate the terms and recommendation of acceptance, rejection or renegotiation with respect to sale bids or final pricing as applicable. This includes confirmation of competitive bids, and verification reports in the case of refundings.

J. Advise on such matters as bond registration, printing, and other matters related to the settlement and delivery of the bonds or notes, as required.

K. Assist with preparation of RFP/Q's and evaluation of proposals for the procurement of:

- Credit enhancements, including LOCs and bond insurance
- Investment banking services
- Financial printing
- Competitive offerings
- Paying Agent or Trustee
- Escrow Agent, if required
- Verification Agent, if required
- Any other agents or consultants as required by the City

L. In the case of competitive offerings, assume responsibility for the following:

- Preparation and advertisement of Notice of Sale
- Preparation of Bid Form
- Advice as to manner of bid procedures
- Management of competitive bidding procedures
- Analyze the bids and identify the most favorable bid

M. Attend (in person or by telephone, as required) meetings related to debt offerings and participation in the deliberations at such meetings, including:

- Preparation of Official Statement with the entire working group
- Due diligence
- Rating agency presentations
- Investors' presentation
- Acquiring Insurance
- Pricing
- Closing

N. Provide ongoing financial advisory services as necessary, including:

- Review financial issues with the rating agencies (and arrange and support calls and meetings) relating to specific debt issues and to periodic updates.
- Evaluate unsolicited financial proposals received by the City, including, but not limited to refundings and alternate forms of financing vehicles like risk management products.
- Provide advice on investor relations and assistance in preparation of related presentation materials.

O. Advise and assist the City in structuring short-term financing programs including tax revenue anticipation notes, lines of credit, letters of credit, commercial paper programs, or other financings, as required.

P. Assist the City in drafting and preparing Continuing Disclosure documents for the investor

community.

Q. Assist the City when necessary in the negotiation and preparation of any agreements between the City and other jurisdictions participating in any financing program.

R. As necessary, resolve issues regarding the sale and issuance of bonds that are raised by prospective purchasers, rating agencies, or public officials.

S. As requested, prepare and maintain projected debt service, debt outstanding and other schedules related to City debt for use in the City budgeting processes and official statements.

T. Provide other technical assistance on debt financings, bond ratings and financing alternatives as requested by the City.

U. Prepare a comprehensive "Final Pricing Book" for the financing transaction.

Expanded Financial Advisor Responsibilities

SEC and CDIAC compliance

A. Provide advice and assistance to help the City implement the provisions of SB 1029 and CDIAC's related transparency regulations.

B. Provide advice and assistance in development of a disclosure policy and related procedures. Participate in the disclosure process in compliance with the policy and procedures adopted by the City Council.

C. Brief City staff on SEC Rule 15c2-12 disclosure requirements and assure that disclosure policies and procedures conform to SEC requirements.

D. Coordinate compliance work with the City Attorney's office and attorneys providing Bond or Disclosure Counsel services.

Investor Relations Program

A. Provide advice and assistance in the planning, design and implementation of a robust investor relations program consistent with GFOA's Best Practice – Maintaining an investor relations program.

B. Analyze the risks and barriers the City faces in issuing debt at reasonable cost to prioritize the investor relations effort.

C. Participate in investor relations related activity planning and execution, coordinated with attorneys when necessary.

Rate swaps and Letters of Credit

A. Rapidly assess technical issues presented by the variable rate debt, letters of credit and interest rate swaps, analyze and present options and analyze related risks.

B. Contact Union Bank/MUFG, RBC and potential replacement LOC providers to assure a professional, well controlled process for working through the issues facing the City while building confidence among capital market participants.

C. Help city staff initiate and complete critical steps to resolve issues.

D. Work with, City staff and counsel to provide briefings and presentations for the City Manager, City Attorney and City Council that are consistent and credible.

EXHIBIT B

SCHEDULE OF SERVICES

The Services described in Exhibit A and other services that may be mutually agreed upon by the parties to the agreement shall be performed during the period starting October 1, 2017 and December 31, 2020, with the option to extend the agreement for two (2) additional one (1) year periods. The City shall estimate and propose budgets the amount required for each fiscal year through consultation by the Manager and the Consultant. Before commencing work on assignments that could exceed appropriated amounts, Consultant will provide information as required to support requests for appropriate funding.

EXHIBIT C

COMPENSATION RATES

Compensation relating to planned debt issuance shall be compensated based on amounts approved by the Manager based on the size and complexity of the proposed debt issue. The following guidelines should be considered when budgets are prepared for funds related to the planned debt issuance.

Debt type	Compensation range
Amounts are Negotiated for each bond issue	
Tax and Revenue Anticipation Notes	$20,000 -$32,500
General Obligation and Lease Revenue Bonds	$42,500 - $67,500
Lease Revenue Bonds/Certificates of Participation	$42,500 - $67,500
Tax Allocation Bonds	$57,500 - $92,500
Assessment Districts	$37,500 - $72,500
Community Facilities District	$47,500 - $72,500
Revenue Bonds	$47,500 - $87,500

ADVISORY SERVICES (CONSULTING)

For projects that do not have a defined financial solution from inception, Contractor will approach these assignments objectively without prejudice for a bond financing. For projects that are not directly tied to the issuance of any obligations, or at the request of the City, Contractor will provide financial advisory/consulting services on an hourly basis. Contractor hourly professional billing rates are shown in the table below.

Person	**Hourly Rate**
Principal	$325
Vice President	$250
Associate	$175
Analyst	$125
Administrative	$75

Compensation for services covered by this contract shall not in any case exceed the amount of $300.000 appropriated by the City Council for Financial Advisory Services.

Agreement No. A-8012

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of September, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and NHA Advisors ("Consultant") This First Amendment amends the Agreement entered into on September 11, 2017, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 12 of the Agreement is hereby amended to "December 31, 2021".

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Patricia Garcia 3/18/21

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Patricia Garcia, Buyer

ATTEST:

N/A

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

9/23/2020

Stephen M. Fischer, City Attorney (always required) Date

NHA ADVISORS

GCH September 29, 20202

Craig Hill, Principal Date

Mark Northcross September 29, 20202

Mark Northcross, Principal 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.

Agreement No. A-8012

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and NHA Advisors ("Consultant"). This Second Amendment amends the Agreement entered into on September 11, 2017 by City and Consultant.

City and Consultant agree as follows:

1. The expiration date in Section 12 of the Agreement is hereby amended to "December 31, 2026"

2. In Section 14 of the Agreement the amount "$300,000.00. is hereby deleted and replaced with to "$800,000.00".

3. Exhibit A is deleted from the agreement and Exhibit A-1, attached hereto, is incorporated into the Agreement.

4. The date "December 31, 2020 in Exhibit B of the Agreement is hereby amended to "December 31, 2026"

5. Exhibit C is deleted from the agreement and Exhibit C-1, attached hereto, is incorporated into the Agreement.

6. Exhibit D-1, attached hereto, is incorporated into the Agreement

7. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chapparo, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CONSULTANT

_____
Craig Hill, Principal

_____
Mark Northcross, Principal

EXHIBIT A-1

SCOPE OF SERVICES
GENERAL ADVISORY SERVICES (CONSULTING), MUNICIPAL ADVISORY SERVICES (CONTINGENT), & CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

Responsibilities

- Advise and assist the City in the development, structure and timing of the issuance of bonds in accordance with applicable laws, customs, and practices governing such issuance.

- Advise and assist the City in considering and structuring various modes of financing, including but not limited to refundings, taxable bonds, credit-enhancement, leased equipment financings, general obligation bonds, pension obligation bonds, redevelopment bonds, and lease revenue bonds/certificates of participation that maximize the resources available to produce a financially sound and cost-effective transaction.

- Advise on the amount, timing, and nature of borrowings, as well as the credit structure, maturity schedule, call provisions and other matters which may assist the City in obtaining the lowest practical interest cost and the widest competition for purchase of its bonds, as needed.

- Advise on the merits of competitive, negotiated, or private placement of debt.

- Analyze and make recommendations relating to various financing options to secure the lowest practical interest rate; enhance the marketability of the bonds; achieve the widest competition for bond purchase to include retail, institutional, and other investor classes; and achieve optimal leverage of City resources, while maintaining a prudent level of risk, through debt obligations. Identify the advantages and disadvantages of any recommendations.

- Assist in the preparation of the preliminary and final official statements, notices of sale (competitive offerings), other appropriate information to prospective bond and note investors, and any materials required to facilitate the sale of the bonds.

- Assist in the preparation and review of legal and financing documents in coordination with City Attorney, bond counsel, underwriter's counsel (if any), disclosure counsel, City Staff, and other relevant parties. These documents shall include regulations, rules, proposed legislation, and other documents relating to the City's financing programs.

- Assist in preparing and presenting timely and adequate information on proposed financings and the City's finances and operations to the bond rating agencies and institutions providing credit enhancement.

- Evaluate the terms and recommendation of acceptance, rejection, or renegotiation with respect to sale bids or final pricing as applicable. This includes confirmation of competitive bids, and verification reports in the case of refundings.

- Advise on such matters as bond registration, printing, and other matters related to the settlement and delivery of the bonds or notes, as required.

- Assist with preparation of RFP/Q's and evaluation of proposals for the procurement of:

    - Credit enhancements, including LOCs and bond insurance
    - Investment banking services
    - Financial printing
    - Competitive offerings
    - Paying Agent or Trustee
    - Escrow Agent, if required
    - Verification Agent, if required
    - Any other agents or consultants as required by the City

- In the case of competitive offerings, assume responsibility for the following:

    - Preparation and advertisement of Notice of Sale
    - Preparation of Bid Form
    - Advice as to manner of bid procedures
    - Management of competitive bidding procedures
    - Analyze the bids and identify the most favorable bid

- Attend (in person or by telephone, as required) meetings related to debt offerings and participation in the deliberations at such meetings, including:

    - Preparation of Official Statement with the entire working group
    - Due diligence
    - Rating agency presentations
    - Investors' presentation
    - Acquiring Insurance
    - Pricing
    - Closing

- Provide ongoing financial advisory services as necessary, including:

    - Review financial issues with the rating agencies (and arrange and support calls and meetings) relating to specific debt issues and to periodic updates.
    - Evaluate unsolicited financial proposals received by the City, including, but not limited to refundings and alternate forms of financing vehicles like risk management products.
    - Provide advice on investor relations and assistance in preparation of related presentation materials.

- Advise and assist the City in structuring short-term financing programs including tax revenue anticipation notes, lines of credit, letters of credit, commercial paper programs, or other financings, as required.

- Assist the City in drafting and preparing Continuing Disclosure documents for the investor community.

- Assist the City, when necessary, in the negotiation and preparation of any agreements between the City and other jurisdictions participating in any financing program.

- As necessary, resolve issues regarding the sale and issuance of bonds that are raised by prospective purchasers, rating agencies, or public officials.

- As requested, prepare and maintain projected debt service, debt outstanding and other schedules related to City debt for use in the City budgeting processes and official statements.

- Provide other technical assistance on debt financings, bond ratings and financing alternatives as requested by the City.

SEC and CDIAC compliance

- Provide advice and assistance to help the City implement the provisions of SB 1029 and CDIAC's related transparency regulations.

- Provide advice and assistance in development of a disclosure policy and related procedures. Participate in the disclosure process in compliance with the policy and procedures adopted by the City Council.

- Brief City staff on SEC Rule 15c2-12 disclosure requirements and assure that disclosure policies and procedures conform to SEC requirements

- Coordinate compliance work with the City Attorney's office and attorneys providing Bond and Disclosure Counsel services.

Rate Swaps, Letter of Credit and Investor Relations

- Rapidly assess technical issues presented by the variable rate debt, letters of credit and interest rate swaps, analyze and present options and analyze related risks.

- Contact Union Bank/MUFG, RBC and potential replacement LOC providers to assure a professional, well controlled process for working through the issues facing the City while building confidence among capital market participants.

- Help City staff initiate and complete critical steps to resolve issues.

- Work with City staff and counsel to provide briefings and presentations for the City Manager, City Attorney and City Council that are consistent and credible.

- Provide advice and assistance in the planning, design, and implementation of a robust investor relations program consistent with GFOA's Best Practice – Maintaining an investor relations program.

- Analyze the risks and barriers the City faces in issuing debt at reasonable cost to prioritize the investor relations effort.

- Participate in investor relations related activity planning and execution, coordinated with attorneys when necessary.

Additional General Consulting Services

- **General Financial Assistance**
  - Work with City staff to review and provide advice on operational budgets
  - Develop financial models for funding capital needs
  - Assist in appropriate disclosure for annual financial reporting
  - Assist in appropriate continuing disclosure for outstanding obligations requiring annual filing
  - Review and respond to general questions related to public finance
  - Assist staff with reports or information items related to financing strategies or opportunities
  - Respond to general inquiries from staff
- **Development Finance**
  - Review proposed development plans for public infrastructure requirement or other possible financeable components
  - Develop initial funding model and tax impact of potential bond financing
  - Work with City staff and property owner to understand financial impact of project scoping on future property tax collections
  - Develop non-capital (services) funding vehicle if requested by the City
  - Work with City staff, consultants, and property owner to develop funding agreement
- **Utility Financing**
  - Review the City's existing bond obligations
  - Develop financial model addressing coverage requirements and future parity capacity
  - Calculate feasibility of refinancing any outstanding obligations
  - Develop financing options
- **General Fund Financing**
  - Review the City's existing general fund obligations
  - Calculate feasibility of refinancing any outstanding obligations
  - Develop financing options

- Budget and cash flow review and analysis

♦ **Presentation to City Council, Staff or Other Stakeholders (as requested)**

- Develop presentation materials or memos detailing financing information
- Present information in any format as determined by City staff

Financing Transaction (if applicable)

♦ **Project Management**

- Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
- Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
- Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

♦ **Quantitative Analysis and Financial Structuring**

- Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
- Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
- Analyze credit enhancement options (bond insurance and reserve surety bond policies).
- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

♦ **Project Implementation**

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, NHA Advisors will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.

- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.

- If a public offering method of sale is utilized:

    - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.

    - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.

    - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.

    - Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.

    - If completed as a competitive sale, engage a nationally recognized firm to market the bonds and establish a bidding platform.

    - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.

- If a private placement method of sale is utilized:

    - Prepare a credit package for potential investor banks.

    - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.

    - Upon request from City staff, if no placement agent has been engaged for a privately placed loan (non-municipal security), NHA Advisors will solicit bids from potential investors.

    - Manage bond or loan pricing and final financing structure (debt service and bond terms).

    - Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.

- Work with bond counsel to finalize documents for execution by the City.

- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing

Continuing Disclosure and CDIAC Reporting Compliance Services

The City and its related entities (the "City") are required to file periodic disclosure reporting with the Municipal Securities Rulemaking Board ("MSRB"), California Debt and Investment Advisory Commission

("CDIAC"), and in some cases, with the underwriter, bond insurer, trustee, or other parties for the City's debt obligations. The City desires to appoint NHA Advisors, LLC ("NHA Advisors") to assist with the compliance of these obligations.

A. MSRB Continuing Disclosure Compliance (Rule 15c2-12):

The City has publicly offered bond transactions requiring annual continuing disclosure reports ("Annual Reports") to be filed on the Electronic Municipal Market Access ("EMMA") system. Each obligation has distinct disclosure requirements. The primary reporting requirements generally include the filing of:

- Audited financial statements
- Other financial information and operating data
- Other material information
- Notices of Significant Events

NHA Advisors will provide the following services:

- Prepare Annual Reports
- Supervise and direct the City on issues related to its disclosure obligations
- Notify the City of pending due dates
- Assist in the tracking of rating changes and other Significant Events
- Prepare Significant Events notices, as necessary
- Post Annual Reports, notices, and other required documentation to EMMA
- File a report with the City certifying that each Annual Report has been provided pursuant to this Continuing Disclosure Certificate
- Review continuing disclosure requirements in preliminary official statements and draft bond documents
- Provide ongoing support to City staff as questions arise regarding its continuing disclosure obligations

NHA Advisors will make its best efforts to monitor rating changes for both the issuer and bond insurer, if applicable, for each outstanding obligation as well as the other Significant Events listed below. To best meet this objective, open lines of communication between the City and NHA Advisors are vital.

The City must notify NHA Advisors immediately upon the occurrence of a Significant Event. Significant Events generally include:

1) Principal and interest payment delinquencies
2) Non-payment related defaults
3) Unscheduled draws on debt service reserves reflecting financial difficulties
4) Unscheduled draws on credit enhancements reflecting financial difficulties
5) Substitution of credit or liquidity providers, or their failure to perform
6) Adverse tax opinions or events affecting the tax-exempt status of the security
7) Modifications to rights of security holders
8) Bond calls and tender offers
9) Defeasances
10) Release, substitution, or sale of property securing repayment of the securities
11) Rating changes

12) Bankruptcy, insolvency, receivership or similar event of the obligated person
13) Consummation of a merger, consolidation, or acquisition
14) Appointment of a successor or additional trustee or the change of name of a trustee
15) Incurrence of a financial obligation affecting security holders
16) Default, event of acceleration, termination event, modification of terms, or similar event

B. CDIAC Annual Debt Transparency Reporting (SB 1029):

Effective January 1, 2017, state and local issuers are required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The annual debt transparency report is due to CDIAC no later than January 31st of each year (beginning January 31, 2018) for any debt outstanding at any point during the prior fiscal year.

CDIAC has developed an online form, which is expected to evolve over time. NHA Advisors will work with the City to complete and file these reports with CDIAC prior to January 31st each year.

C. CDIAC Yearly Fiscal Status Reporting ("YFSR"):

(i) Marks-Roos

Any joint powers authority ("Authority") selling bonds on or after January 1, 1996 that uses the proceeds to acquire one or more local obligations is required to report annually on the fiscal status of the Authority bonds and the local obligations acquired. Reports must be submitted to CDIAC no later than October 30th each year.

(ii) Mello-Roos

Issuers of community facilities district ("CFD") bonds after January 1, 1993 are required to report annually on certain information about the bonds. All issuers, regardless of when bonds are sold, are required to report any draw on reserve or default that occurs throughout the calendar year. Reports must be submitted to CDIAC no later than October 30th each year.

NHA Advisors will work with the City to ensure that all reports are completed and filed with CDIAC prior to October 30th each year.

D. Private Placement Debt and Other Loan Reporting:

<u>Future Obligations</u>

If the City issues privately placed debt or other loans that require reporting to the purchaser or other parties, NHA Advisors will assist the City with the disclosure obligations as outlined in the governing document (continuing disclosure agreement, indenture, term sheet, etc.).

EXHIBIT C-1

COMPENSATION RATES & SCHEDULE

Staff Allocation	Hourly Rate
Principal	$325
Director / Senior Vice President	$300
Vice President	$275
Assist. Vice President / Sr. Associate	$250
Associate	$225
Senior Analyst	$200
Analyst	$175
Administrative	$100

GENERAL ADVISORY SERVICES (CONSULTING)

Contractor will be compensated based upon the hourly rate schedule provided. Contractor will invoice the City monthly for time and approved expenses incurred during the engagement.

MUNICIPAL ADVISORY SERVICES (CONTINGENT)

For work described in the Scope of Services, compensation will be contingent on completion of the financing and is expected to be paid from proceeds of the transaction. Fees are based on method of sale, financing structure, complexity, series of bonds, funding source, and time required to manage the financing process.

Base Municipal Advisory Services

The transaction is expected to utilize one of the following methods of sale: (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale. Based on the method of sale, Contractor will receive a fee for services as follows.

Project Type	Fee Range
Tax and Revenue Anticipation Notes	$20,500 - $32,500
General Obligation Bonds	$42,500 - $67,500
Certificates of Participation	$42,500 - $67,500
Tax Allocation Bonds	$57,500 - $92,500
Revenue Bonds	$47,500 - $87,500
Assessment Districts	$37,500 - $72,500
Community Facilities Districts	$47,500 - $72,500

Additional Services

Credit Rating Process (as Needed) **–** For services related to a credit rating process, Contractor will receive a fee for services as follows.

Credit Rating Process	Fee
Short-Term Cash Flow Financing	$5,000
Bond, Loan or Other Debt Financing	$10,000

In-Person Meetings (Upon Request) – Contractor will be reimbursed $1,500 for each in-person meeting. Contractor will participate on conference calls and virtual meetings at no additional cost to the City.

Request for Proposals (Upon Request) – If the City has not engaged consultants to provide certain services required as part of financing process, at the City's direction, Contractor will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Broker-Dealer (Underwriter/Placement Agent)	$5,000
Bond/Disclosure Counsel	$2,500
Special Tax Consultant	$2,000
Fiscal Consultant	$1,500
Trustee	$1,000

Bank/Investor Bid Process (Upon Request) – Contractor will solicit bids for a privately placed loan (non-municipal security) where a placement agent has not been engaged, Contractor will receive an additional fee of $5,000.

Expenses (Out-of-Pocket)

All expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the project.

CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

For work described in the Scope of Services, Contractor will be compensated as follows.

1) **MSRB Continuing Disclosure Compliance (Rule 15c2-12):**

   For services described in Subtask A of the Scope of Services, Contractor shall be paid a fixed annual fee payable upon successful submission of the Annual Reports. The following table provides a snapshot of the initial fees associated with the City's current obligations:

Existing MSRB Continuing Disclosure Reporting	Paid By	Annual Fee(1)(2)
2019A Lease Revenue Bonds	General Fund	$2,000(3)
2018 Lease Revenue Refunding Bonds	General Fund	$1,000
2014 Lease Revenue Refunding Bonds	General Fund	$1,000
	Subtotal:	**$4,000**
2020 Gas Tax Revenue Refunding Bonds	Gas Tax Fund	$2,000(3)
	Subtotal:	**$2,000**
2021 Water Revenue Refunding Bonds	Water Fund	$2,500(3)
2018 Water Revenue Refunding Bonds	Water Fund	$1,000
2010 Water Revenue Bonds, Series B	Water Fund	$1,000

	Subtotal:	**$4,500**
2018 Wastewater Revenue Refunding	Wastewater Fund	$2,500[3]
2014 Wastewater Revenue Refunding Bonds	Wastewater Fund	$1,000
	Subtotal:	**$3,500**
2008 HERO Project Tax Allocation Bonds	Successor Agency	$2,750
2006 Tax Allocation Bonds	Successor Agency	$2,500
2004 Tax Allocation Refunding Bonds	Successor Agency	$2,750
	Subtotal:	**$8,000**
2004 Certificates of Participation	Housing Authority	$1,000
	Subtotal:	**$1,000**
2012 Local Obligation Revenue Bonds, Series A&B*	Assessment District	$500
2003 AD 2000-1 Limited Obligation Improvement Bonds*	Assessment District	$500
	Subtotal:	**$1,000**
Grand Total Annual Fee		**$24,000**

** NHA will serve in a compliance oversight capacity only, providing reminders to special tax consultant and/or assessment engineer to help the City comply with its continuing disclosure obligations and maintain a database of historical compliance.*

1) *Excludes the cost of data from third-party sources, if required. Data costs will be passed on to the City with no additional markup.*
2) *In the event that the City's audited financial statements are not available prior to the reporting due date and Contractor is required to file both unaudited and audited reports, Contractor has the option to assess a $500 refiling fee for each obligation that requires a second filing.*
3) *Represents annual fee for first series of bonds issued. Each additional series issued by that credit will be charged an annual fee of $1,000. Assumes continuing disclosure requirements for subsequent issues are similar to existing requirements. If reporting requirements for subsequent issues vary significantly from existing requirements, a fee will be charged that is commensurate with the amount of work required.*

As additional debt is issued, new continuing disclosure obligations will be billed at the flat fees shown below, on a case-by-case basis, based on the amount of work required for each obligation:

Future MSRB Continuing Disclosure Reporting	Annual Fee
General Obligation Bonds	$1,000-$2,250
Certificates of Participation/Lease	$1,000-$2,500
Utility Revenue Bonds (Water, Sewer, etc.)	$1,000-$2,750
Gas Tax Bonds	$1,000-$2,500
Land Secured Bonds	$1,000-$3,500
Tax Allocation Bonds	$1,000-$3,500
Other	$1,000-$3,500

2) **CDIAC Annual Debt Transparency Reporting (SB 1029):**

For services described in Subtask B of the Scope of Services, Contractor shall be paid a fixed **annual fee of $500 per report**, payable upon successful submission of the reports. It is estimated that the City will have no fewer than four (4) obligations that require CDIAC Annual Debt Transparency Reporting in January 2021.

CDIAC Annual Debt Transparency Reporting	Paid By	Annual Fee
2018 Lease Revenue Refunding Bonds (Authority Report)	General Fund	$500
2018 Lease Revenue Refunding Bonds (Obligor Report)	General Fund	$500
2019A Lease Revenue Bonds (Authority Report)	General Fund	$500
2019A Lease Revenue Bonds (Obligor Report)	General Fund	$500
2018 Water Revenue Refunding Bonds	Water Fund	$500
2018 Wastewater Revenue Refunding	Water Fund	$500
2020 Gas Tax Revenue Refunding Bonds	Gas Tax Fund	$500
Total Annual Fee		**$3,500**

3) **CDIAC Yearly Fiscal Status Reporting:**

a. **Marks-Roos**

For services described in Subtask C(i) of the Scope of Services, Contractor shall be paid a fixed **annual fee of $400 per report**, payable upon successful submission of the reports. At present, Contractor is not aware of any City obligations outstanding that require Marks-Roos CDIAC Yearly Fiscal Status Reporting.

Marks-Roos CDIAC Yearly Fiscal Status Reporting	Paid By	Annual Fee
2018 Lease Revenue Refunding Bonds (Authority Report)	General Fund	$400
2018 Lease Revenue Refunding Bonds (Obligor Report)	General Fund	$400
2019 Lease Revenue Bonds (Authority Report)	General Fund	$400
2019 Lease Revenue Bonds (Obligor Report)	General Fund	$400
2021A Water Revenue Refunding Bonds (Authority Report)	Water Fund	$400
2021A Water Revenue Refunding Bonds (Obligor Report)	Water Fund	$400
2006 Local Obligation (Authority Report)	Successor Agency	$400
2006 Local Obligation (Obligor Report - HERO)	Successor Agency	$400
2006 Local Obligation (Obligor Report - Ormond)	Successor Agency	$400
2006 Local Obligation (Obligor Report - Southwinds)	Successor Agency	$400
Total Annual Fee		**$4,000**

b. Mello-Roos

For services described in Subtask C(ii) of the Scope of Services, Contractor shall be paid a fixed **annual fee of $750 per report**, payable upon successful submission of the reports. At present, Contractor is not aware of any City obligations outstanding that require Mello-Roos CDIAC Annual Debt Transparency Reporting.

Mello-Roos CDIAC Yearly Fiscal Status Reporting	Paid By	Annual Fee
None*	N/A	$0
Total Annual Fee		**$ 0**

** This City's assessment engineer and/or special tax consultant are expected to prepare and file these reports with CDIAC.*

4) Private Placement Debt and Other Loan Reporting:

Future Obligations

In the event that the City issues additional privately placed debt or other loans that require periodic reporting, the annual fee will be commensurate with the amount of work required and the Future MSRB Continuing Disclosure Reporting fee schedule provided in Subtask A of the Scope of Services.

Grand Total Annual Fee - The initial combined annual fee for the services outlined in this Continuing Disclosure and CDIAC Reporting Compliance Services section will be **$31,500***.

Grand Total Continuing Disclosure and CDIAC Reporting Compliance Services*	Projected On-going Annual Fee
Subtask A: MSRB Continuing Disclosure Compliance	$24,000
Subtask B: CDIAC Annual Debt Transparency Reporting	$3,500
Subtask C(i): Marks-Roos CDIAC Yearly Fiscal Status Reporting	$4,000
Subtask C(ii): Mello-Roos CDIAC Yearly Fiscal Status Reporting	$0
Subtask D: Private Placement Debt and Other Loan Reporting	$0
Grand Total Annual Fee	**$31,500**

** As prior obligations mature or new debt is issued, the Scope of Services and annual budget for services will change in accordance with the fees outlined above.*

Out-of-Pocket Expenses - No reimbursable expense shall be incurred without prior approval from the City. All expenses will be billed directly at cost to the City. Expenses will be limited to third-party contractor work and data purchases required to secure specific information required to complete the respective reports.

EXHIBIT D-1

MUNICIPAL ADVISOR DISCLOSURES

Fiduciary Duty

NHA Advisors, LLC ("NHA Advisors") is registered as a Municipal Advisor with the U. S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). As such, NHA Advisors has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

a) exercise due care in performing its municipal advisory activities;
b) possess the degree of knowledge and expertise needed to provide the City with informed advice
c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
    i. any advice provided to or on behalf of the City;
    ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
    iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those noted below, that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors becomes aware of any material potential conflict of interest that arises after this disclosure, NHA Advisors will disclose the detailed information in writing to the City in a timely manner.

The following are potential conflicts of interest to be considered.

- NHA Advisors represents that in connection with the issuance of municipal securities, NHA Advisors may receive compensation from the City 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, NHA Advisors hereby discloses that such contingent and/or transactional compensation may present a potential

conflict of interest regarding NHA Advisors' ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair NHA Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

- NHA Advisors' fees under this Project are based on hourly fees of NHA Advisors' personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for NHA Advisors to recommend alternatives that would result in more hours worked. This conflict of interest will not impair NHA Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.
- The fee paid to NHA Advisors increases the cost of investment to the City. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided.
- NHA Advisors 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 NHA Advisors client. For example, NHA Advisors 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 the City. 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, NHA Advisors could potentially face a conflict of interest arising from these competing client interests. NHA Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors.
- NHA Advisors has not made any payments directly or indirectly to obtain or retain NHA Advisors' municipal advisory business.
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the City of its services, any municipal securities transaction, or any municipal finance product.
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the City.
- NHA Advisors does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- NHA Advisors does not act as principal in any of the transaction(s) related to this Project.
- During the term of the municipal advisory relationship, this disclosure will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this disclosure and the revised writing will be promptly delivered to the City.

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its 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 City may electronically access NHA Advisors' 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.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, NHA Advisors will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the City for five (5) years.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.14

DATE: December 21, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Resolution Commending Roy Peacock for 37 Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Roy Peacock for 31 years of exemplary service to the City of Oxnard Fire Department.
(This item did not originate in Committee.)

BACKGROUND

Resolution commending Roy Peacock for 31 years of exemplary service to the City of Oxnard Fire Department.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Resolution - Roy Peacock

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING FIRE CAPTAIN ROY PEACOCK FOR 37 YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Fire Captain Roy Peacock has given 37 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Fire Captain Peacock began his career with the City of Oxnard Fire Department as a Firefighter in 1984; thereafter promoting to Fire Engineer in 1993, and Fire Captain in 2004, accepting these positions of increasing responsibility, scope and challenge, resulting in his achieving his final position of Deputy Fire Marshal in 2014; and

WHEREAS, Fire Captain Peacock's quiet dedication and selfless giving to the community he serves and to his co-workers is only part of the story; for most of his career, he was assigned to Fire Station 3, the busiest fire station in Ventura County at the time; a gifted mechanic the department greatly benefited from, he established a high level of fleet maintenance and safety, was one of the founding members of the department's equipment committee, and was instrumental in creating the specifications for and the purchasing of all emergency response equipment; and

WHEREAS, Fire Captain Peacock achieved numerous educational, training, recognition certificates and letters of commendation for extraordinary efforts, assistance and dedication during his career in the Fire service, including a recipient of the Firefighter of the Year award; and

WHEREAS, during his tenure as Fire Captain, he led the Fire Department by example, humor and strength, promoting a strong work ethic and dedication to service; and

WHEREAS, Fire Captain Peacock, a faithful public servant, will be missed by Oxnard Fire Department staff and the community that he dedicated his career to protecting;

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Fire Captain Peacock for 37 years of exemplary service to the City of Oxnard and extends best wishes for a well-deserved and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 21st of December, 2021 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza
Mayor

ATTEST:

_____
Rose Chaparro
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer
City Attorney

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.15

DATE: December 21, 2021

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: Fiscal Year 2020-21 Annual Report on Development Impact Fees (AB1600).

RECOMMENDATION

That the City Council receive and file the annual development impact fee report (AB1600) for the fiscal year ended June 30, 2021.

BACKGROUND

Development Impact Fees (DIFs) are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 was enacted to ensure that new development mitigates its impact on a city's infrastructure.

AB1600 requires that agencies report annually on the fees collected and the use of those fees. The specific requirements are:

1. The beginning and ending balances in each fee account;
2. The amount of fees collected during the preceding year;
3. Identifying the projects that fees were expended on and the percentage of the total project costs that were funded with fees;
4. The expected date that construction will commence on improvements to be funded by the fees collected for which sufficient fees have been collected to fund the construction of the project; and
5. A description of any inter-fund transfers or loans, and the interest that the account will receive for the loan and the date on which the loan will be repaid.

Moreover, Government Code Section 66001(d) requires that for the fifth year following the first deposit into a DIF account or fund, and every five years thereafter, the local agency must make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

1. Identify the purpose for which the fee is to be expended.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
4. Designate the approximate dates on which the funding referred to in item 3 above is expected to be deposited into the appropriate account or fund.

DISCUSSION

The City Council last approved the required annual report on these development impact fees on July 20, 2021, for the fiscal years ended June 30, 2018, June 30, 2019, and June 30, 2020. The City has contracted with Harris & Associates, Inc. to prepare the required AB1600 report for the fiscal year ended June 30, 2021. The attached report (Attachment 1) provides all of the required information as noted in the Background section above for the respective fiscal year.

Improvements to the City's infrastructure are identified to meet current needs and to accommodate future growth. The governing document identifying these improvements may be an Environmental Impact Report, a master plan, the results of a deficiency study, or a specific City Council action.

New development that benefits from a particular improvement pays its pro-rata share of that improvement. Usually, the pro-rata share (fee) collected does not fully fund the infrastructure deficiency and other City resources are included. When an improvement benefitting a property has been constructed by the City, the new development's pro-rata share (fee) reimburses the City. If a developer has constructed an improvement, he or she receives reimbursement fees collected by the City from other developments. For relevant projects, the attached report shows how much of the project was funded with fees. The dates of improvement are dependent upon the rate of development and the collection of sufficient revenues to complete the improvement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no direct financial impact to receive and file this report.

AB1600 allows a local agency to impose fees in connection with approval of a development project to defray all or a portion of the cost of public facilities related to the development project. If the local agency does not identify a specific use for the funds collected or uses of the funds for the specified public facility, it is required to refund, on a pro rata basis to the current record owner(s), the unexpended portion of the fee and any interest accrued thereon.

COMMITTEE OUTCOME

As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.

Prepared by: Juanita Guzman, Administrative Services Manager

ATTACHMENTS

1. FY 2020-21 AB1600 Report

Development Impact Fee Annual Report City of Oxnard

For the Fiscal Year Ending June 30, 2021

Prepared by:

Harris & Associates.

22 Executive Park | Irvine, CA | 92614

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Executive Summary

Figure 1 – City of Oxnard Civic Center

Development Impact Fees are fees imposed by local government on new development projects to finance the acquisition, construction, and improvement of public facilities and infrastructure needed to serve those projects. California state law requires local agencies to prepare a report on the status of their Development Impact Fee (DIF) program on an annual basis and make additional findings every fifth year. This report meets the legal requirements for Fiscal Year 20/21 (July 1, 2020 thru June 30, 2021).

The fees for Parks and Recreation, Storm Drainage, Traffic Circulation, Growth Requirement (Residential and Non-Residential), and Public Art Projects were updated May 19, 2020 via resolution 15,329. The updated fees became effective July 18, 2020. Fees for Water Resource Development, Water Capital Facility Charge, Wastewater Collection, and Wastewater Treatment Collection were not changed during the 2020 update. The 2020 update also created a Mobility Fee which is included in this report. On July 7th, 2020, Oxnard City Council passed resolution 15,364 which allowed developers who had already received entitlements to pay the Development Impact Fees that were in effect at the time their permit was approved instead of paying the updated fees, provided that the project progress toward the construction phase and obtain a building permit within 12 months of the effective date of the updated Development Impact Fees.

Section 1 - Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill (AB) 1600, commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code and was amended by Assembly Bill 518 and Senate Bill (SB) 1693. AB1600 requires the city to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for Fiscal Year (FY) 20/21 as well as the five-year reporting requirements.

The City of Oxnard currently collects the development impact fees listed in the table below. The table also provides the fund that the fee is deposited into.

Fee	Fund Number
Parks and Recreation Fee (Formerly Park Acquisition and Development Fee)	352
Storm Drain Facility Fee	353
Traffic Circulation Fee (Formerly Circulation System Improvement Fee)	354
Growth Requirement Capital Fee (Residential & Non-Residential)	355 & 356
Mobility Fee	357
Art in Public Places Fee	547
Water Resource Development Fee	603
Water Capital Facility Charge	605
Wastewater Collection Connection Fee	613
Wastewater Treatment Connection Fee	623

Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any loans are also identified as well as any refunds from the account.

Fund 352 Parks and Recreation Fee (Formerly Park Acquisition and Development Fee)

Requirement 1. Brief description of the type of fee in the account or fund.

The Parks and Recreation Fee requires that all new residential development pay a one-time fee per new residential unit to fund the construction of new parks. The Parks and Recreation Fee (Formerly Park Acquisition and Development Fee) was originally established by Ordinances 1421, 1448, 1696, 1949, and 2031 and was updated in 2020 via Resolution 15,329.

Figure 2 – Windrow Park

Requirement 2. Amount of the fee.

The Park Acquisition and Development Fees for Fiscal Year 20/21 are summarized in Table 1.

Table 1: Park Acquisition and Development Fee

Land Use	Fee as of July 1, 2019
One or Fewer Bedrooms	$150
Two Bedrooms	$200
Three or More Bedrooms	$250
Land Use	**Fee as of July 18, 2020**
Single Family (Per Unit)	$3,622
Multifamily (Per Unit)	$2,437
Non-Residential	N/A

Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Parks and Recreation Fee for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Parks and Recreation Fee during Fiscal Year 20/21.

Table 2: Parks and Recreation Fee Fund Summary

Fund 352		
Parks and Recreation Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**649,824.12**
Revenues		
Fees Collected	$	27,950.00
Interest Earned	$	(1,121.13)
Other Revenues	$	-
Total Revenues	**$**	**26,828.87**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	(729.00)
Total Expenses	**$**	**(729.00)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**675,923.99**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 summarizes the expenditures this past year on Parks and Recreation Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 3 summarizes the planned future expenditures for the Park Acquisition and Development Fee/Parks and Recreation Fee and the anticipated construction start date.

Table 3: Parks and Recreation Fee Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 352 Expense to Date	Fund 352 Expense FY 20-21	Fund 352 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
905701	Cabrillo Neighborhood Park	$ 16,837	-	-	$ 16,837	100%	2023
945702	Citywide Park Improvement Program	$ 320,968	$ 43,547	-	$ 277,421	100%	2023
n/a	Via Marina Park Renovation	$ 1,234,871	-	-	$ 1,234,871	100%	2023
-	Indirect Charges[2]	-	-	$ 729	-	-	n/a
	GRAND TOTAL	**$ 1,572,676**	**$ 43,547**	**$ 729**	**$ 1,529,129**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.
2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 20/21.

Fund 353 Storm Drain Facility Fee

Requirement 1. Brief description of the type of fee in the account or fund**.**

The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Drainage Master Plan. The City's Storm Drain Facility Fees were based on Ordinance 2258 and Resolution 10274 and were updated as part of the 2020 DIF update via Resolution 15,329.

Figure 4 – Storm water drains into the Pacific Ocean at Oxnard Shores

Requirement 2. Amount of the fee.

The Storm Drain Facility Fee for Fiscal Year 20/21 is summarized in Table 4 below.

Table 4: Storm Drain Facility Fee

Land Use	Fee as of July 1, 2019
Low-Density Residential (Per Gross Acre)	$10,645
Medium and High Density Residential (Per Gross Acre)	$14,637
All Other Land Uses (Per Gross Acre)	$14,637
Land Use	**Fee as of July 18, 2020**
Single Family Residential (Per Gross Acre)[1]	$15,954
All Other Land Uses (Per Gross Acre)	$21,937

[1] For storm drainage fees, single family is 6 units per acre or less.

Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during Fiscal Year 20/21.

Table 5: Storm Drain Facility Fee Fund Summary

Fund 353		
Storm Drainage Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**8,632,792.37**
Revenues		
Fees Collected	$	78,074.16
Interest Earned	$	(15,580.68)
Other Revenues	$	-
Total Revenues	**$**	**62,493.48**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	(17,774.00)
Total Expenses	**$**	**(17,774.00)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**8,677,511.85**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drainage projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 6 summarizes the planned future expenditures for the Storm Drainage Facility Fee.

Table 6: Storm Drainage Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 353 Expense to Date	Fund 353 Expense FY 20-21	Fund 353 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
n/a	Bartolo Square N Neighborhood SD Construction	$ 13,450,000	-	-	$ 13,450,000	100%	2022
-	Other Services / Bank Charges	-	-	-	-	-	n/a
-	Indirect Charges[2]	-	-	$ 17,774	-	-	n/a
	GRAND TOTAL	**$ 13,450,000**	**$ -**	**$ 17,774**	**$ 13,450,000**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 20/21.

Fund 354 Traffic Circulation Fee (Formerly Circulation System Improvement Fee)

Requirement 1. Brief description of the type of fee in the account or fund.

The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system. The City's Traffic Circulation Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890 and was updated and renamed to the Traffic Circulation Fee during the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Traffic Circulation Fees for Fiscal Year 20/21 are summarized in Table 7.

Table 7: Traffic Circulation Fee

Land Use	Fee as of July 1, 2019
Single Family (Per Unit)	$8,030
Condo/Townhome (Per Unit)	$6,278
Apartments (Per Unit)	$4,745
Mobile Home (Per Unit)	$3,650
Senior Housing (Per Unit)	$2,920
General Commercial (Per 1,000sf)	$7,899
Light Industrial (Per 1,000sf)	$5,088
Automated Car Wash (Per Site)	$177,390
Self Service Car Wash (Per Stall)	$21,462
Gas Station (Per Fueling Station)	$21,958
Hotel/Motel (Per Room)	$3,796
New Car Sales (Per 1,000sf)	$5,030
Church (Per 1,000sf)	$3,803
Warehouse (Per 1,000sf)	$3,621
Sit Down or Take Out Restaurant (Per 1,000sf)	$13,789
Fast Food w/Drive Thru (Per 1,000sf)	$76,059
Land Use	**Fee as of July 18, 2020**
Per ADT	$1,035
Single Family (Per Unit)	$9,769
Mobile Home (Per Unit)	$5,174
Low-Rise Multifamily (Per Unit)	$7,574
Mid-Rise Multifamily (Per Unit)	$5,630
High-Rise Multifamily (Per Unit)	$4,605
Senior Housing (Per Unit)	$4,139
General Commercial (Per 1,000sf)	$6,560
Office (Per 1,000sf)	$10,079
Medical Office (Per 1,000sf)	$6,054
New Car Sales (Per 1,000sf)	$6,157

Church (Per 1,000sf)	$4,118
Sit Down or Take Out Restaurant (Per 1,000sf)	$19,506
Fast Food w/Drive Thru (Per 1,000sf)	$102,342
Self Service Car Wash (Per Stall)	$27,153
Gas Station (Per Fueling Station)	$22,962
Hotel/Motel (Per Room)	$5,040
Light Industrial (Per 1,000sf)	$5,132
Warehouse (Per 1,000sf)	$1,800

Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Circulation System Improvement Fee/Traffic Circulation Fee for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Circulation System Improvement Fee/Traffic Circulation Fee during Fiscal Year 20/21.

Table 8: Traffic Circulation Fee Fund Summary

Fund 354		
Circulation System Improvement Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**7,809,125.98**
Revenues		
Fees Collected	$	4,940,578.38
Interest Earned	$	(8,280.49)
Other Revenues[2]	$	1,515,260.85
Total Revenues	**$**	**6,447,558.74**
Expenses		
Project Expenses	$	(506,240.28)
Developer Reimbursements	$	(15,572.50)
Other Charges[1]	$	(16,037.00)
Total Expenses	**$**	**(537,849.78)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**13,718,834.94**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

2) One time payment for URS Legal settlement.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Circulation System Improvement Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 9 summarizes the planned future expenditures for the Circulation System Improvement Fee projects.

Table 9: Circulation System Improvement Fee Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 354 Expense to Date	Fund 354 Expense FY 20-21	Fund 354 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[4]
133101	Rice Ave At 5th St GRD	$ 118,144,021	$ 765,192.26	$ 67,236.49	$ 765,903.74	1.3%	2023
163106	HWY 101 - Rice Phase II[2]	$ 689,003	$ 608,823.56	$ 37,462.82	$ 80,180.00	88%	2022
173102	Oxnard Boulevard & Saviers Road Signal Improvements	$ 1,692,315	$ 34,173.63	$ 9,077.40	$ 267,801.37	18%	2022
183101	Oxnard Boulevard Bicycle Facilities Installation	$ 2,747,978	$ -	$ -	$ 708,828.00	26%	2022
183114	Traffic Signal Modifications	$ 2,054,345	$ 25,035.00	$ 6,658.50	$ -	1.2%	2022
203101	Adaptive Traffic Signal	$ 1,852,000	$ 138,927.36	$ 126,152.74	$ 1,713,072.64	100%	2020
203106	Traffic Signal Modernization	$ 6,240,000	$ 267,693.68	$ 259,652.33	$ 3,092,306.32	54%	2020
223110	US 101 Del Norte Interchange Upgrade	$ 250,000	$ -	$ -	$ 250,000.00	100%	2022
n/a	Five Points Intersection Modernization	$ 250,000	$ -	$ -	$ 250,000.00	100%	2023
n/a	Tšumaš Creek Drainage and Linear Park Construction	$ 3,600,000	$ -	$ -	$ 600,000.00	17%	2022
n/a	Traffic Circulation Study	$ 500,000			$ 500,000	100%	n/a
n/a	ITS Master Plan Update	$ 250,000			$ 250,000	100%	n/a
n/a	Traffic Signal Modification	$ 4,000,000			$ 1,878,600	47%	2023
n/a	Traffic Model Update	$ 200,000			$ 200,000	100%	n/a
n/a	Traffic Signal Timing	$ 850,000			$ 850,000	100%	2025
n/a	Adaptive Traffic Signals	$ 1,527,000			$ 1,527,000	100%	2025
n/a	Fifth Street & Pacific Avenue Traffic Signal	$ 1,527,000			$ 1,527,000	100%	2025
-	Other Services / Bank Charges	-	-	$ -	-	-	n/a
-	Indirect Charges[2]	-	-	$ 16,037.00	-	-	n/a
-	Developer Reimbursement[3]	-	-	$ 15,572.50	-	-	n/a
	GRAND TOTAL	**$ 146,373,662**	**$ 1,839,845.49**	**$ 537,849.78**	**$ 14,460,692.07**		

1) City of Oxnard 2021-2026 Capital Improvement Program.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

3) Reimbursement to Alisam Channel Islands per Resolution 10,272.

4) Construction start date may be revised pending availability of funds.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 20/21.

Funds 355 and 356 Growth Requirement Capital Fee

Requirement 1. Brief description of the type of fee in the account or fund.

Figure 3 –Fire Station No. 8, City of Oxnard

The City's Growth Requirement Capital Fee funds general governmental facilities such as fire and police stations, City Hall, corporation yards, and recreation facilities. The fee was based on Ordinance 2258 and Resolutions 10275, 10996, and 12975 and was updated as part of the 2020 DIF update via Resolution 15,329. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees.

Requirement 2. Amount of the fee.

The Growth Requirement Capital Fee for Fiscal Year 20/21 is summarized in Table 10.

Table 10: Growth Requirement Capital Fee

Land Use	Fee as of July 1, 2019
Residential (Per Square Foot of Covered Space)	$1.16
Mobile Home Park (Per Square Foot of Home Pad)	$1.75
Commercial (Per Square Foot of Covered Space)	$0.60
Industrial (Per Square Foot of Covered Space)	$0.60
Industrial (Per Square Foot of Uncovered Space)	$0.04
Land Use	**Fee as of July 18, 2020**
Single Family (Per Unit)	$4,383
Multifamily (Per Unit)	$2,558
Retail (Per 1,000sf)	$1,309
Office (Per 1,000sf)	$1,505
Industrial (Per 1,000sf)	$853
Hotel (Per Room)	$302

Requirement 3. Beginning and ending balance in the account or fund.

Tables 11 and 12 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for Fiscal Year 20/21. Table 11 summarizes the Residential Fee and Table 12 summarizes the non-residential fee.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Tables 11 and 12 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during Fiscal Year 20/21. Table 11 summarizes the Residential Fee and Table 12 summarizes the non-residential fee.

Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

Fund 355		
Growth Requirement Capital Fee (Residential)		
Beginning Fund Balance as of July 1, 2020	**$**	**1,416,091.02**
Revenues		
Fees Collected	$	704,063.93
Interest Earned	$	(2,118.72)
Other Revenues	$	-
Total Revenues	**$**	**701,945.21**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	(56,499.50)
Total Expenses	**$**	**(56,499.50)**
Transfers In	**$**	**-**
Transfers Out[2]	**$**	**(422,737.98)**
Ending Balance as of June 30, 2021	**$**	**1,638,798.75**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bond

Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary

Fund 356		
Growth Requirement Capital Fee (Non-Residential)		
Beginning Fund Balance as of July 1, 2020	**$**	**20,101.73**
Revenues		
Fees Collected	$	2,675,575.75
Interest Earned	$	2,555.69
Other Revenues	$	-
Total Revenues	**$**	**2,678,131.44**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	(625.00)
Total Expenses	**$**	**(625.00)**
Transfers In	**$**	**-**
Transfers Out[2]	**$**	**(140,912.66)**
Ending Balance as of June 30, 2021	**$**	**2,556,695.51**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 13 and 14 summarize the expenditures this past year on Growth Requirement Capital Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 13 and 14 summarize the planned future expenditures for the Growth Requirement Capital Fee projects.

Table 13: Growth Requirement Capital Fee (Residential) Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 355 Expense to Date	Fund 355 Expense FY 20-21	Fund 355 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
172201	Fire Station 4 Rebuild	$ 5,800,000	-	-	$ 2,900,000	50%	2022
-	Professional Services/Contract[2]	-	-	$ 54,753	-		n/a
-	Other Services / Bank Charges	-	-	$ -	-		n/a
-	Indirect Charges[3]	-	-	$ 1,747	-		n/a
	TOTAL PROJECT EXPENSES	$ 5,800,000	$ -	$ 56,500	$ 2,900,000		
-	Bond Payments - Civic Center Phase 2[4]	n/a	n/a	$ 422,738	$ 6,056,250	26%	n/a
	GRAND TOTAL	**$ 5,800,000**	**$ -**	**$ 479,237**	**$ 8,956,250**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Charges related to development impact fee update.

3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

4) Debt service summary provided by City. Fees fund 34% of the debt with Fund 355 picking up 75% and Fund 356 picking up 25%.

Table 14: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 356 Expense to Date	Fund 356 Expense FY 20-21	Fund 356 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
172201	Fire Station 4 Rebuild	$ 5,800,000	-	-	$ 2,900,000	50%	2022
-	Other Services / Bank Charges	-	-	-	-	-	n/a
-	Indirect Charges[2]	-	-	$ 625	-	-	n/a
	TOTAL PROJECT EXPENSES	$ -	$ -	$ 625	$ -		
-	Bond Payments - Civic Center Phase 2[3]	n/a	n/a	$ 140,912	$ 2,018,750	9%	n/a
	GRAND TOTAL	**$ -**	**$ -**	**$ 141,537**	**$ 4,918,750**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

3) Debt service summary provided by City. Fees fund 34% of the debt with Fund 355 picking up 75% and Fund 356 picking up 25%.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 355 had a transfer of $422,737.98 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 356 had a transfer of $140,912.66 for debt service payment on the same bonds.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for $24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2021 is $23,750,000. The impact fee funds 34% of the bond repayment, which means there is an outstanding balance of $8,075,000 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 355 and 25% from Fund 356. This means there is an outstanding obligation of $6,056,250 for Fund 355 and $2,018,750 for Fund 356. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 20/21.

Fund 357 Mobility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Mobility Fee covers the cost to mitigate the effects of new development on the City's mobility facilities including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing. This fee was created in the 2020 update by Resolution 15,329.

Requirement 2. Amount of the fee.

The Mobility Fee for Fiscal Year 20/21 is summarized in Table 15.

Table 15: Mobility Fee

Land Use	Fee as of July 18, 2020
Single Family (Per Unit)	$1,698
Multifamily (Per Unit)	$1,123
Retail (Per 1,000sf)	$573
Office (Per 1,000sf)	$684
Industrial (Per 1,000sf)	$243
Hotel (Per Room)	$171

Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Mobility Fee for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Mobility Fee during Fiscal Year 20/21.

Table 16: Mobility Fee Fund Summary

Fund 357		
Mobility Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**-**
Revenues		
Fees Collected	$	712,145.26
Interest Earned	$	639.93
Other Revenues	$	-
Total Revenues	**$**	**712,785.19**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	-
Total Expenses	**$**	**-**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**712,785.19**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 17 summarizes the expenditures this past year on Mobility Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 17 summarizes the planned future expenditures for the Mobility Fee projects.

Table 17: Mobility Fee Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 357 Expense to Date	Fund 357 Expense FY 20-21	Fund 357 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
223101	4th Street Mobility Improvements	$ 6,900,000	-	-	$ 1,000,000	14%	2022
	GRAND TOTAL	**$ 6,900,000**	**$ -**	**$ -**	**$ 1,000,000**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 20/21.

Fund 547 Public Art Program Fee

Requirement 1. Brief description of the type of fee in the account or fund.

Figure 6 – Public Art at The Collection at Riverpark

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124 and was updated as part of 2020 DIF update via Resolution 15,329. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.

Requirement 2. Amount of the fee.

The Public Art Program Fee for Fiscal Year 20/21 is summarized in Table 18.

Table 18: Public Art Program Fee

Land Use	Fee as of July 1, 2019
All Development (Per Roofed Building Square Foot)	
Land Use	**Fee as of July 18, 2020**
All Development (Per Roofed Building Square Foot)	$0.28

Requirement 3. Beginning and ending balance in the account or fund.

Table 19 summarizes the beginning and ending fund balances for the Public Art Program Fee for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 19 summarizes the fees collected and the interest earned for the Public Art Program Fee during Fiscal Year 20/21.

Table 19: Public Art Program Fee Fund Summary

Fund 547		
Public Art Program Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**273,269.13**
Revenues		
Fees Collected	$	-
Interest Earned	$	13,188.04
Other Revenues[2]	$	870,873.96
Total Revenues	**$**	**884,062.00**
Expenses		
Project Expenses	$	(41,023.47)
Art Projects	$	(9,919.00)
Other Charges[1]	$	(5,002.54)
Total Expenses	**$**	**(55,945.01)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021[3]	**$**	**1,101,386.12**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

2) Sponsorship Revenue

3) Includes sponsorship revenue which is not development impact fees and should be moved to separate fund.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 20 summarizes the expenditures this past year on Public Art Program Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 20 summarizes the planned future expenditures for the Public Art Program Fee projects.

Table 20: Public Art Program Fee Project Expenditures

Project No.	Project Name	Project Budget	Fund 547 Expense FY 20-21	Fund 547 Future Expenditures	% Funded by Fee	Approx. Construction Start Date
18IN10	Downtown Arts Hub Murals	$ 45,000	$ 41,023	$ 3,677	100%	2022
n/a	Downtown Mural Program	$ 305,000	-	$ 305,000	100%	2022
n/a	Downtown Sculptures Program	$ 50,000	-	$ 50,000	100%	2025
n/a	Citywide Mural Program	$ 150,000	-	$ 150,000	100%	2025
-	Personnel Services/PERS	-	$ 275	-	-	n/a
-	Direct Labor-Regular	-	$ 2,870	-	-	n/a
-	Employee Benefits	-	$ 814	-	-	n/a
-	One Time Misc. Expense[1]	-	$ 9,919	-	-	n/a
-	Indirect Charges[2]	-	$ 1,043	-	-	n/a
	GRAND TOTAL	**$ 550,000**	**$ 55,945**	**$ 508,677**		

1) Funding for community art projects.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 20/21.

Funds 603 and 605 Water Resource Development Fee and Capital Facility Charge

Requirement 1. Brief description of the type of fee in the account or fund.

Figure 5 – Advanced Water Purification Facility, Oxnard

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.

The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717.

Requirement 2. Amount of the fee.

The Water Resource Development Fee and Capital Facility Charge for Fiscal Year 20/21 are summarized in Table 22.

Table 21: Water Resource Development Fee and Capital Facility Charge

Water Meter Size	Water Resource Development Fee as of July 1, 2020	Water Capital Facility Charge as of July 1, 2020	Total Water Connection Fee
3/4"	$ 2,792	$ 341	$ 3,133
1"	$ 5,583	$ 682	$ 6,265
1 1/2 "	$ 8,375	$ 1,023	$ 9,398
2"	$ 13,958	$ 1,706	$ 15,664
3"	$ 30,708	$ 3,752	$ 34,460
4"	$ 47,458	$ 5,799	$ 53,257
6"	$ 92,125	$ 11,257	$ 103,382
8"	$ 147,958	$ 18,080	$ 166,038
10"	$ 315,457	$ 38,548	$ 354,005
12"	$ 502,498	$ 61,404	$ 563,902

Requirement 3. Beginning and ending balance in the account or fund.

Tables 22 and 23 summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Tables 22 and 23 summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during Fiscal Year 20/21.

Table 22: Water Resource Development Fee Fund Summary

Fund 603		
Water Resource Development Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**18,148,466.37**
Revenues		
Fees Collected	$	689,055.07
Interest Earned	$	(37,824.97)
Other Revenues	$	-
Total Revenues	**$**	**651,230.10**
Expenses		
Project Expenses	$	(278,101.60)
Other Charges[1]	$	(19,893.00)
Total Expenses	**$**	**(297,994.60)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**18,501,701.87**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Table 23: Water Capital Facility Charge Fund Summary

Fund 605		
Water Capital Facility Charge		
Beginning Fund Balance as of July 1, 2020	**$**	**2,797,158.71**
Revenues		
Fees Collected	$	84,171.17
Interest Earned	$	(4,393.41)
Other Revenues	$	-
Total Revenues	**$**	**79,777.76**
Expenses		
Project Expenses	$	-
Developer Reimbursement	$	-
Other Charges[1]	$	(4,135.00)
Total Expenses	**$**	**(4,135.00)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**2,872,801.47**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 24 and 25 summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 24 and 25 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

Table 24: Water Resource Development Fee Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 603 Expense to Date	Fund 603 Expense FY 20-21	Fund 603 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
106002	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	$ 30,376,345	$ 661,271	$ 250,318	$ 11,215,074	39%	2022
116505	Great ASR Wells	$ 1,465,169	$ 532,416	$ 27,784	$ 110,855	44%	2021
n/a	Recycled Water: AWPF Improvements Phase I	$ 1,000,000	-	-	$ 1,000,000	100%	2022
n/a	Recycled Water: AWPF Improvements Phase II	$ 28,333,334			$ 28,333,334	100%	2023
-	Indirect Charges[2]	-	-	$ 19,893	-	-	n/a
	GRAND TOTAL	**$ 61,174,848**	**$ 1,193,687**	**$ 297,995**	**$ 40,659,263**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Table 25: Water Capital Facility Charge Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 605 Expense to Date	Fund 605 Expense FY 20-21	Fund 605 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
216504	Recycled Water Feature at Campus Park	$ 1,600,000	-	-	$ 1,600,000	100%	2021
n/a	Recycled Water: AWPF Storage Construction	$ 3,000,000			$ 3,000,000	100%	2022
-	Aquifer Storage and Recovery (ASR) Wells Construction	$ 7,800,000	-	-	$ 7,800,000	100%	2022
-	Indirect Charges[2]	-	-	$ 4,135	-	-	n/a
-	Developer Reimbursement Lump Sum[3]	-	-	-	$ 1,383,143	-	n/a
	GRAND TOTAL	**$ 12,400,000**	**$ 700,000**	**$ 4,135**	**$ 13,783,143**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

3) Lump sum payment to be made to Riverpark Legacy, LLC in repayment for Vineyard Ave Improvements.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan**.**

There were no transfers or loans from these funds in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 20/21.

Funds 613 and 623 Wastewater Connection Fee and Wastewater Treatment Connection Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Wastewater System Connection Fee and Wastewater Treatment Connection Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees were adopted by Ordinance 2709.

Requirement 2. Amount of the fee.

The Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 20/21 are summarized in Table 26.

Table 26: Wastewater Connection Fee and Wastewater Treatment Fee

Water Meter Size	Wastewater Collection Connection Fee as of July 1, 2020	Wastewater Treatment Connection Fee as of July 1, 2020	Total Wastewater Connection Fee
5/8" & 3/4"	$ 3,798	$ 1,458	$ 5,256
1"	$ 7,596	$ 2,916	$ 10,512
1 1/2"	$ 11,394	$ 4,374	$ 15,768
2"	$ 18,990	$ 7,290	$ 26,280
3"	$ 41,778	$ 16,038	$ 57,816
4"	$ 64,566	$ 24,786	$ 89,352
6"	$ 125,334	$ 48,114	$ 173,448
8"	$ 201,294	$ 77,274	$ 278,568
10"	$ 429,174	$ 164,754	$ 593,928
12"	$ 683,640	$ 262,440	$ 946,080

Requirement 3. Beginning and ending balance in the account or fund.

Tables 27 and 28 summarize the beginning and ending fund balances for the Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 20/21.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Tables 27 and 28 summarize the fees collected and the interest earned for the Wastewater Connection Fee and Wastewater Treatment Connection Fee during Fiscal Year 20/21.

Table 27: Wastewater Collection Connection Fee Fund Summary

Fund 613		
Wastewater Collection Connection Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**3,721,076.58**
Revenues		
Fees Collected	$	494,503.72
Interest Earned	$	(35,045.65)
Other Revenues	$	-
Total Revenues	**$**	**459,458.07**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	(9,609.00)
Total Expenses	**$**	**(9,609.00)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**4,170,925.65**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Table 28: Wastewater Treatment Connection Fee Fund Summary

Fund 623		
Wastewater Treatment Connection Fee		
Beginning Fund Balance as of July 1, 2020	**$**	**6,214,544.06**
Revenues		
Fees Collected	$	1,342,563.36
Interest Earned	$	18,700.07
Other Revenues	$	-
Total Revenues	**$**	**1,361,263.43**
Expenses		
Project Expenses	$	-
Other Charges[1]	$	(9,098.00)
Total Expenses	**$**	**(9,098.00)**
Transfers In	**$**	**-**
Transfers Out	**$**	**-**
Ending Balance as of June 30, 2021	**$**	**7,566,709.49**

1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 29 and 30 summarize the expenditures for this past year for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 29 and 30 summarize the planned future expenditures for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

Table 29: Wastewater Collection Connection Fee Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 613 Expense to Date	Fund 613 Expense FY 20-21	Fund 613 Future Expenditures	% Funded by Fee	Approx. Construction Start Date[1]
n/a	Rice Avenue Sewer Pipeline Improvements	$1,330,000	-	-	$ 1,330,000	100%	2023
86101	Septic Conversion Loan Pro	$ 109,967	$ 57,799	-	$ 52,168	100%	2021
12IN04	Master Plan Wastewater	$ 821,388	$ 753,076	-	$ 68,312	100%	n/a
n/a	Ventura Road Sewer Pipeline Improvements	$1,755,197	-	-	$ 1,755,197	100%	2022
n/a	3rd and Navarro Sewer Pipeline Improvement	$ 364,869	-	-	$ 364,869	100%	2022
n/a	Various Sewer Pipeline Expansion	$1,300,000	-	-	$ 1,300,000	100%	2024
-	Indirect Charges[2]	-	-	$ 9,609	-	-	n/a
	GRAND TOTAL	$5,681,421	$ 810,875	$ 9,609	$ 4,870,546		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Table 30: Wastewater Treatment Connection Fee Project Expenditures

Project No.	Project Name	Project Budget[1]	Fund 623 Expense to Date	Fund 623 Expense FY20-21	Fund 623 Future Expenditures[1]	% Funded by Fee	Approx. Construction Start Date[1]
12IN04	Master Plan Wastewater	$ 2,900,000	281,388	-	$ -	10%	n/a
186626	OWTP Reliability Improvements	$ 20,023,291	-	-	$ 2,100,000	20%	2022
n/a	OWTP Electrical Improvements	$ 27,137,793	-	-	$ 5,500,000	32%	2023
-	Indirect Charges[2]	-	-	$ 9,098	-	-	n/a
	GRAND TOTAL	**$ 50,061,084**	**$ 281,388**	**$ 9,098**	**$ 7,600,000**		

1) City of Oxnard 2021-2026 Capital Improvement Program. Construction start date may be revised pending availability of funds.

2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in Fiscal Year 20/21.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 20/21.

Fund Summary

Table 31 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balance.

Table 31: Development Impact Fee Fund Summary

Description	Park Acquisition & Development	Storm Drain Facilities Fee	Circulation System Improvement Fee	Capital Growth Fee (Residential)	Capital Req. Growth Fee (Non-Residential)	Mobility Fee	Public Art Program Fee	Water Resource Development Fee	Water Capital Facility Charge	Wastewater Connection Fee	Wastewater Treatment Connection Fee
Fund No.	**352**	**353**	**354**	**355**	**356**	**357**	**547**	**603**	**605**	**613**	**623**
Starting Balance											
As of July 1, 2020	$ 649,824	$ 8,632,792	$ 7,809,126	$ 1,416,091	$ 20,102	$ -	$ 273,269	$ 18,148,466	$ 2,797,159	$ 3,721,077	$ 6,214,544
REVENUES											
Fees Collected	$ 27,950	$ 78,074	$ 4,940,578	$ 704,064	$ 2,675,576	$712,145.26	$ -	$ 689,055	$ 84,171	$ 494,504	$ 1,342,563
Interest	$ (1,121)	$ (15,581)	$ (8,280)	$ (2,119)	$ 2,556	$ 640	$ 13,188	$ (37,825)	$ (4,393)	$ (35,046)	$ 18,700
Other Revenues	$ -	$ -	$ 1,515,261	$ -	$ -	$ -	$ 870,874	$ -	$ -	$ -	$ -
Total Revenues	**$ 26,829**	**$ 62,493**	**$ 6,447,559**	**$ 701,945**	**$ 2,678,131**	**$ 712,785**	**$ 884,062**	**$ 651,230**	**$ 79,778**	**$ 459,458**	**$ 1,361,263**
EXPENDITURES											
Project Expenditures	$ -	$ -	$ (506,240)	$ -	$ -	$ -	$ (41,023)	$ (278,102)	$ -	$ -	$ -
Other Expenditures[1]	$ (729)	$ (17,774)	$ (31,610)	$ (56,500)	$ (625)	$ -	$ (14,922)	$ (19,893)	$ (4,135)	$ (9,609)	$ (9,098)
Total Expenditure	**$ (729)**	**$ (17,774)**	**$ (537,850)**	**$ (56,500)**	**$ (625)**	**$ -**	**$ (55,945)**	**$ (297,995)**	**$ (4,135)**	**$ (9,609)**	**$ (9,098)**
Transfers in	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers Out	$ -	$ -	$ -	$ (422,738)	$ (140,913)	$ -	$ -	$ -	$ -	$ -	$ -
Net Transfers	**$ -**	**$ -**	**$ -**	**$ (422,738)**	**$ (140,913)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Ending Balance											
As of June 30, 2021	**$ 675,924**	**$ 8,677,512**	**$ 13,718,835**	**$ 1,638,799**	**$ 2,556,696**	**$ 712,785**	**$ 1,101,386**	**$ 18,501,702**	**$ 2,872,801**	**$ 4,170,926**	**$ 7,566,709**

1) Other Expenditures include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, Bond Payments, Temporary Assistance, and Art Grants.

Note: Small variances may appear due to rounding.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.16

DATE: December 21, 2021

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: First Amendment with Vasquez & Company LLP for On-Call Internal Auditing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to the Professional Services Agreement with Vasquez & Company, LLP (9051-20-CM) in the amount of $75,000 for a not to exceed contract amount of $100,000 and to extend the term 3 more years until December 31, 2024, for On-Call Internal Auditing Services. (The Finance and Governance Committee approved 2-0 on November 23, 2021.)

BACKGROUND

On January 28, 2020, staff came to the Finance and Governance Committee to discuss the Internal Audit Program framework. In that presentation, staff recommended a thorough performance evaluation of each department in the City once every six years. On September 22, 2020, staff advised the Finance and Governance Committee that, until the City locates a source of funding for this comprehensive Internal Audit Program, the request for proposals would be for an internal auditor contract for $25,000. As explained in the request for proposals, this firm would be used when the majority of the Finance and Governance Committee or a majority of the City Council (or the City Manager or the City Attorney pursuant to their delegated powers) determines that a performance or forensic audit is required, other than for the annual full-City financial audit (completed by the City's external auditors). On November 17, 2020, City Council awarded a professional services agreement (No. 9051-20-CM) to Vasquez & Company, LLP, for a one-year term that expires on December 31, 2021. This contract's scope of work is for on-call internal auditing services. Thus far, $10,000 worth of services has been invoiced on that contract.

DISCUSSION

This First Amendment for Professional Services extends the agreement with Vasquez & Company LLP in the amount of $75,000 for a not to exceed contract amount of $100,000. The Amendment also increases the rates of services starting in 2023 (as listed in the exhibit to the amendment). Finally, the amendment extends the term of the contract from December 31, 2021, to December 31, 2024, for On-Call Internal Auditing Services.

At the Finance and Governance Committee meeting on November 23, 2021, Councilmember Basua inquired about the more comprehensive Internal Audit Program mentioned above. Staff will return to the Finance and Governance Committee this spring with more on that framework.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

No budget appropriation is necessary. There is sufficient funding in the General Fund Non-Departmental professional contract (Account 101-1001-801-82.09) in Fiscal Year 2021-22 to cover the estimated costs for the remainder of the current fiscal year. Funding for future years costs will be included in the respective budget of each Fiscal Year (2022-23 and 2023-24).

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on November 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Agreement for Professional Services - Vasquez & Company, LLP
2. First Amendment Vasquez & Company, LLP.v2

Agreement No. 9051-20-CM

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: 11/18/20

(2) Consultant: Vasquez & Company, LLP

(3) Services: Internal Auditing Services

(4) Schedule of Services:

On-call, as-needed Internal Auditing Services per Scope of Services and Rates & Cost Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: December 31, 2021

(6) Total Agreement Amount: $25,000

(7) City's Project Manager: Shiri Klima*

(8) Consultant's Project Manager: Roger Martinez

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Attn: Roger Martinez, Partner

FOR CITY:

300 W. Third Street, 4th Floor
Oxnard, CA 93030
Attn: Shiri Klima, Deputy City Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

r_martinez@vasquezcpa.com

CITY'S PROJECT MANAGER:

Shiri.klima@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)

**In the event that any audit implicates or potentially implicates Ms. Klima or the City Manager's office as a whole, City's Alternate Project Manager shall be Stephen Fischer, City Attorney, whose email is stephen.fischer@oxnard.org.*

COUNCIL APPROVED
11/17/2020 MS
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. Other than for working papers prepared in accordance with professional standards promulgated by the American Institute of Certified Public Accountants (AICPA) or the Institute of Internal Auditors (IIA), all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In

both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant must request permission from the City before use, duplication or dissemination of these Documents and Materials, or for any working papers prepared in accordance with professional standards promulgated by the American Institute of Certified Public Accountants (AICPA) or the Institute of Internal Auditors (IIA), for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Carmen Ramirez 11/18/2020

for: ☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Patricia Garcia, Buyer

ATTEST:

Michelle Ascencion 11/18/20

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

11/5/2020

Stephen M. Fischer, City Attorney (always required) Date

VASQUEZ & COMPANY, LLP

Roger A. Martinez, Partner Date

Gilbert R. Vasquez, Managing Partner Date

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Patricia Garcia, Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

VASQUEZ & COMPANY, LLP

Roger A. Martinez, Partner November 5, 2020 Date

Gilbert R. Vasquez, Managing Partner 11/5/2020 Date

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

Upon request by the City for an audit, Consultant shall take all of the following steps:

- Clarify in writing the scope of the audit with City's Project Manager. (Should the audit implicate or potentially implicate the City's Project Manager or the City Manager's Office as a whole, Consultant shall instead clarify in writing the scope of the audit with the City's Alternate Project Manager.)
- Perform sampling procedures to test and evaluate one or more areas of the City's internal controls, taking into account risk, control weaknesses, size, and complexity of operations as audits are assigned.
- Provide resources to conduct specific internal audits effectively and efficiently according to relevant professional standards such as: Generally Accepted Government Auditing Standards (GAGAS) or other professional standards as promulgated by the American Institute of CPA's (AICPA) and/or Institute of Internal Auditors (IIA).
- Conduct comprehensive performance or forensic audits as assigned.
- Review administrative and financial policies, procedures, and practices, as assigned.
- Prepare reports which analyze significant risk assessment findings, recommend changes for strengthening internal controls and reducing identified risks
- Present draft results of the assigned audit to the City's Project Manager and the relevant department head or other City personnel. Provide an opportunity for feedback and response by City's Project Manager and the relevant department head or other City personnel.
- Present final results of the assigned audit to the City Council's Finance and Governance Committee and to the full City Council. Each such presentation must outline the specific deficiencies in the internal control framework, the possible impacts posed (levels of risk) due to the identified weaknesses, and the recommended changes for strengthening internal controls and reducing identified risks
- Conduct follow-up and verification of audit findings pursuant to closing findings as complete.
- Provide City staff with tools to track open audit findings and facilitate resolution of findings when complete.
- Provide quarterly written or oral status reports on progress of audits and progress of staff in addressing open audit findings to the Finance and Governance Committee.

RATES AND COSTS EXHIBIT

The following hourly rates by personnel category cotain all pricing information relative to performing audit services. The hourly rates include all direct and indirect costs, including out-of-pocket expenses.

Personnel Category	Hourly Rate
Partner	$285
Senior Manager	$180
Manager	$160
Supervisor	$140
Senior	$120
Staff	$100

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Vasquez & Company, LLP ("Consultant"). This First Amendment amends the Agreement entered into on November 18, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Costs - Exhibit 1. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs - Exhibit 1 is attached hereto and incorporated herein by this reference.

2. The date "December 31, 2021," in Section 5 of the Cover Page of the Agreement is hereby amended to "December 31, 2024."

3. In Section 6 of the Agreement, the amount "$25,000" is deleted and replaced with "$100,000."

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

_____ _____
☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Date
Attorney (always required)

_____

VASQUEZ & COMPANY, LLP

_____ _____
Roger A. Martinez, Partner[2] Date

_____ _____
Gilbert R. Vasquez, Date
Managing Partner

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

RATES AND COSTS – EXHIBIT 1

	Hourly Rate		
Personnel Category	2021/2022	2023	2024
Partner	$285	$294	$303
Senior Manager	$180	$185	$191
Manager	$160	$165	$170
Supervisor	$140	$144	$148
Senior	$120	$124	$128
Staff	$100	$103	$106

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.17

DATE: December 21, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Resolution Commending Reyes Covarrubias for 20 Years of Services to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Reyes Covarrubias for 20 Years of Services to the City of Oxnard. (This item did not originate in Committee.)

BACKGROUND

On December 29, 2021, Reyes Covarrubias will retire after twenty-years of outstanding service to the City of Oxnard as a member of the Public Works Department, Fleet Services Division.

Reyes Covarruboas began his career with the City of Oxnard as a Fleet Services Mechanic. Reyes consistently provided dedicated service; his experience and knowledge of light-duty equipment was very beneficial to the operations of the Fleet Services Division.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. R Corvarrubias Retirement Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING REYES COVARRUBIAS FOR OVER 20 YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Reyes Covarrubias has provided over 20 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Reyes began his career with the City of Oxnard in the Public Works Department as a Fleet Services Mechanic in September 2001 and in September 2004 he promoted to Fleet Services Mechanic II; and

WHEREAS, Reyes consistently provided dedicated service; his experience and knowledge of light duty equipment has been beneficial to the operations of the Fleet Services Division. Reyes will be missed by his peers and the City of Oxnard; and

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Reyes Covarrubias for over 20 years of exemplary service to the City of Oxnard and extends best wishes for a fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 21st day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
John C. Zaragoza
Mayor

ATTEST:

_____
Rose Chaparro
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer
City Attorney

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. K.1

DATE: December 21, 2021

TO: Housing Authority Board of Commissioners

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Amendment to the Housing Authority Annual Agency Plan and Housing Choice Voucher Program Administrative Plan. (0/10/10)

RECOMMENDATION

That the Board of Commissioners:

1. Conduct a public hearing to receive comments concerning recommended amendments to the 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan;

2. Adopt the attached Resolution approving the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan; and

3. Authorize the Oxnard Housing Authority to submit the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan to the United States Department of Housing and Urban Development.
(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XfQzCTRIeTA

BACKGROUND

The Oxnard Housing Authority Agency Plan consists of a Five-Year Plan and an Annual Plan. The Five-Year Plan describes the mission of the Oxnard Housing Authority (OHA) and long-range goals and objections for achieving the mission over the course of the five-year period. The Annual Agency Plan coincides with the current fiscal year and provides details about the Oxnard Housing Authority's immediate operations, program participants, programs, services, and strategies for handling operation and resident concerns in the upcoming fiscal year.

The Department of Housing and Urban Development permits amendments to the Annual Plan or Five-Year plan at any time, subject to approval by the Los Angeles Housing and Urban Development Field Office. The proposed amendment consists of policy changes to the Housing Choice Voucher Program Administrative Plan and an amendment to the Annual Agency Plan in the following areas:

1. Amendment to the 2021 Annual Agency Plan: Undertake new activities related to Project-based vouchers; and

2. Adoption of a local Homeless Preference to the Housing Choice Voucher Administrative Plan.

DISCUSSION

Regulations permit an amendment to the Agency Plan at any time. Any "significant amendment or modification" to the

Agency Plan requires a forty-five-day public comment period and a public hearing. The comment period for the proposed amendments began on October 14, 2021 and ended November 29, 2021. The proposed amendments were posted for public view and comment.

No comments were received by Housing Authority staff. The proposed amendments were also presented before the Resident Advisory Board consisting of tenant commissioners, public housing residents, and Housing Choice Voucher Program participants. Two public meetings were held on September 23, 2021 and October 28, 2021. OHA staff presented at those meetings and responded to inquiries.

Amending the 2021 Annual Agency Plan: Project-Based Vouchers

The Oxnard Housing Authority has an allocation of seventy-seven (77) Veteran Assisted Supportive Housing Vouchers (VASH) and forty (40) Mainstream Vouchers which are underutilized. The Mainstream Voucher program provides vouchers for low-income households that include a person(s) with disabilities. Both programs target families who are or have experienced homelessness, and meet the other parameters of Veteran and Mainstream. One of the greatest challenges in exhausting the allocations is the limited housing inventory coupled with a high rent market. In the event that a participant secures housing, a second challenge is ensuring the family remains housed.

The Housing Authority staff proposed solution to address the underutilization of these vouchers is to partner with developers to "project base" vouchers, meaning vouchers would be tied to specific units. When project-based vouchers are tied to a specific unit, the owner/developer is required to rent only to an eligible family. This requirement increases the number of affordable housing units available for participants. Additionally, project- based vouchers require the project to offer on-site supportive services, which will allow providers to work more efficiently with residents and improves access to services, which will increase the likelihood that the participant remains housed.

The Oxnard Housing Authority proposes to convert twenty-five (25) of the 77 Veteran Assisted Supportive Housing Vouchers and all 40 of the Mainstream Vouchers to project-based vouchers. The project-based vouchers will continue to serve the target population for each program accordingly. The Oxnard Housing Authority will review proposals to confirm compliance with the Housing Choice Voucher Administrative plan policies and program regulations and requirements, including a determination that the property is eligible housing, compliance with the maximum limit on the number of project-based voucher units per project, site selection standards, and proposal selection requirements.

Adoption of a homeless preference to the HCV Administrative Plan

On September 8, 2020, Housing and Urban Development published a funding opportunity for Mainstream vouchers in an effort to assist public housing authorities to prevent, prepare for, and respond to COVID-19 in their communities. The Oxnard Housing Authority applied and was awarded forty (40) Mainstream Vouchers.

As part of the application, the Oxnard Housing Authority committed to adopting a homeless preference for mainstream vouchers, and was able to informally adopt the change on a temporary basis as part of the waivers established, under Notice PIH 2021-14 (HA), which allowed public housing authorities to revise the Housing Choice Voucher's administrative plan without Board approval. However, any informally adopted revisions must be formally adopted no later than December 31, 2021.

The homeless preference will be applied to applicants and families who meet the definition of "homeless". A certification of homelessness completed by a homeless services provider will be required. For the purposes of the OHA's tenant selection policies, the following definition of "homeless" shall apply to all families, including single adults and families with or without children: An individual or family who lacks a fixed, regular, and adequate nighttime residence -OR-
Any individual or family who: a.) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and b.) Has no other residence; and
c.) Lacks the resource or support networks, e.g., family, friends and faith-based or other social networks, to obtain other permanent housing.

STRATEGIC PRIORITIES

This agenda item supports the Quality-of-Life Strategy. The purpose of the Quality-of-Life Strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

FINANCIAL IMPACT

This item has no financial impact to the General Fund.

COMMITTEE OUTCOME

This item did not originate in the Committee.

Prepared by: Brenda Lopez, Housing Programs Manager

ATTACHMENTS

1. RESOLUTION
2. PRESENTATION
3. REVISED ANNUAL PHA PLAN

RESOLUTION NO. _____

RESOLUTION APPROVING THE AMENDED 2021 ANNUAL AGENCY PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a 5-Year PHA Plan and Annual Agency Plan for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, the OHA adopted a 5-Year Agency Plan in 2020; and

WHEREAS, on December 21, 2021, the OHA conducted a public hearing on the proposed amendment to the 2021 Annual Agency Plan and Housing Choice Administrative Plan; and

WHEREAS, the OHA wishes to amend its Annual Agency Plan and Housing Choice Voucher Administrative Plan.

NOW THEREFORE, in consideration of the forgoing recitals which are incorporated herein by this reference, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the 2021 amended Annual Agency Plan and Housing Choice Voucher Administrative Plan; and

2. The Board authorizes and directs the Chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and

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3. The Board authorizes the Housing Director to execute and submit all reports, documents, and all other certifications, whether known now or in the future, required to comply with HUD's policies and procedures regarding the Agency Plan.

APPROVED AND ADOPTED THIS __ DAY OF_____ 2021 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

_____
John C. Zaragoza, Chairman

Attest:

_____
Rose Chaparro, Secretary-Designate

Approved as to form:

_____
Stephen M. Fischer, General Counsel

AMENDMENT ANNUAL AGENCY PLAN AND HOUSING CHOICE ADMINISTRATIVE PLAN

Emilio Ramirez, Housing Director
City Council
December 21, 2021

CITY OF OXNARD CALIFORNIA

Annual Agency Plan and Housing Choice Voucher Administrative Plan

1. The Annual Agency Plan provides a description of the Housing Authority's basic regulations, requirements and operational program policies for the current fiscal year
2. The Housing Choice Voucher (HCV) Administrative Plan defines local policies for the operation of the housing assistance program in accordance with federal laws and regulations
3. Current Annual Agency and HCV Administrative plans were approved by HUD on May 25, 2021
4. HUD allows changes to the plans at any time, subject to approval
5. Written public comment and review period commenced October 14, 2021 and closed November 29, 2021
6. Resident Advisory Board meeting was held for review and discussion
7. No written comments from the public were received

Proposed Annual Agency Plan Changes

Amendment to the 2021 Annual Agency Plan:

1. Undertake new activities related to Project based vouchers
2. Convert 25 of the 77 Veteran Assisted Housing Vouchers (VASH) and 40 Mainstream Vouchers to project based vouchers
3. Developer proposals will be selected in accordance with HUD regulations and program regulations and requirements

Proposed Administrative Plan Changes

Amendment to the HCV Administrative Plan:

1. Adoption of local Homeless Preference
2. The preference will be applied to applicants who meet the definition of "homeless":
   a) An individual/family who lacks a fixed, regular, and adequate nighttime residence -OR-
      - A.) Is fleeing domestic/dating violence, sexual assault, stalking, or other life-threatening conditions that has either taken place at or has created fear to return to the primary nighttime residence; and
      - B.) Has no other residence; and
      - C.) Lacks the resources to obtain other permanent housing.
3. A certification of homelessness completed by a homeless services provider is required
4. No written comments from the public were received

Recommendation

That the Board of Commissioners

1. Hold a public hearing to receive comments concerning recommended amendments to the 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan;
2. Adopt the attached Resolution approving the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan; and
3. Authorize the Oxnard Housing Authority to submit the amended 2021 Annual Agency Plan and the Housing Choice Voucher Administrative Plan to the United States Department of Housing and Urban Development.

Streamlined Annual PHA Plan *(High Performer PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Oxnard Housing Authority **PHA Code**: CA031
PHA Type: ☐ Small ☑ High Performer
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2021
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 520 **Number of Housing Choice Vouchers (HCVs)** 1,840
Total Combined 2,360
PHA Plan Submission Type: ☐ Annual Submission ☑ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Annual Plan Elements
B.1	**Revision of PHA Plan Elements.** (a) Have the following PHA Plan elements been revised by the PHA since its last **Annual PHA Plan** submission? Y N ☐ ☑ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☑ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☑ Financial Resources. ☐ ☑ Rent Determination. ☐ ☑ Homeownership Programs. ☐ ☑ Safety and Crime Prevention. ☐ ☑ Pet Policy. ☐ ☑ Substantial Deviation. ☑ ☐ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below: SEE ATTACHMENT B.1
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☑ Hope VI or Choice Neighborhoods. ☐ ☑ Mixed Finance Modernization or Development. ☐ ☑ Demolition and/or Disposition. ☐ ☑ Conversion of Public Housing to Tenant Based Assistance. ☐ ☑ Conversion of Public Housing to Project-Based Assistance under RAD. ☑ ☐ Project Based Vouchers. ☐ ☑ Units with Approved Vacancies for Modernization. ☐ ☑ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan. SEE ATTACHMENT B.2
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. SEE ATTACHMENT B.3

B.4.	**Most Recent Fiscal Year Audit**. (a) Were there any findings in the most recent FY Audit? Y ☐ N ☑ (b) If yes, please describe:
	Other Document and/or Certification Requirements.
C.1	**Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	**Civil Rights Certification.** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the PHA Plan? Y ☑ N ☐ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT C.3
C.4	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	**Statement of Capital Improvements**. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. CFP FIVE-YEAR ACTION PLAN AND ANNUAL STATEMENT ATTACHED

Instructions for Preparation of Form HUD-50075-HP
Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(1) and 24 CFR §903.12(b). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(2)(ii) and 24 CFR §903.12(b).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions**. Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. 24 CFR §903.7(b) Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. 24 CFR §903.7(b) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b) Describe the unit assignment policies for public housing. 24 CFR §903.7(b)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c)

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d)

☐ **Homeownership Programs**. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i)

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii)

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development. 1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (24 CFR §903.7(j))

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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B.3 **Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 **Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 **Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 **Civil Rights Certification.** Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 **Resident Advisory Board (RAB) comments**. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 **Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 **Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

B.2 New Activities (Description)

The Oxnard Housing Authority (OHA) plans to convert 25 VASH Vouchers and 40 Mainstream Vouchers to project-based vouchers in accordance with 24 CFR 983.57(b)(1).

-A request for proposals will be issued seeking 1-2 developers with new construction of affordable rental projects reserved exclusively for Veterans to be built in the OHA's jurisdiction.

-A request for proposals will also be issued seeking developers of permanent supportive housing developments that are located within a zone that permits the development or creation of Permanent Supportive Housing units.

The Oxnard Housing Authority will not have an ownership interest or control over the projects.

B.1 Revision of PHA Plan Elements (Description) -Significant Amendment/Modification

The Oxnard Housing Authority is proposing to adopt a homeless preference to the Housing Choice Voucher Administrative Plan:

Homeless individuals and families preference
Applicants and families who meet the definition of "homeless" will be eligible for the homeless individuals and families preference. A certification of homelessness completed by a homeless services provider is required.

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1

DATE: December 21, 2021

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: Proposed City Council Policy for Internal Control Integrated Framework - Monitoring Activities. (0/10/10)

RECOMMENDATION

That the City Council adopt a resolution adopting the Policy for Monitoring Activities of Internal Controls to define the City Council's internal control activities as they relate to monitoring activities of internal controls.
(The Finance and Governance Committee approved 3-0 on November 23, 2021.)
(Presentation will be live upon consultant's request.)

BACKGROUND

The City Council recognizes the need to eliminate or reduce risk based on reasonable standards and level of effort. Proper internal controls must be developed and implemented to safeguard assets and ensure the City achieves its operational objectives. The responsibility to develop those controls must be established and evaluated on an ongoing basis.

DISCUSSION

There are nine recommended policies associated with the Internal Control - Integrated Framework (ICIF). Each policy is associated with one of the five Committee of Sponsoring Organizations of the Treadway Commission (COSO) components. One recommended policy, "Performance Evaluations of City Manager and City Attorney," is already addressed through the process for conducting these evaluations, which is managed by the Human Resources Department. The time line for consideration of the other eight recommended policies has been as follows:

On September 1, 2020, the City Council adopted the ICIF and the first four implementing policies under the COSO Control Environment component:

1) FPOL 1.01 Adoption of Internal Control - Integrated Framework
2) FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
3) FPOL 1.03 Finance and Governance Committee Duties and Responsibilities
4) FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

On January 5, 2021, the City Council adopted the fifth implementing policy under the COSO Risk Assessment component:

5) FPOL 1.05 City Council's Risk Assessment Responsibilities

On March 2, 2021, the City Council adopted the sixth implementing policy under the COSO Control Activities

component:

6) FPOL 1.06 City Council's Development and Implementation of Internal Controls

On June 1, 2021, the City Council adopted the seventh implementing policy under the COSO Information and Communication component:

7) FPOL 1.07 City Council's Information and Communication of Internal Controls

The eighth and final COSO component is Monitoring Activities, with a corresponding proposed implementing policy FPOL 1.08 and City Council's Creation of a Monitoring System. This eighth implementing policy defines the City Council's internal control activities as they relate to the monitoring activities of internal controls. The draft policy reaffirms the City Council's commitment to monitoring regularly and effectively the City's internal controls.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on November 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls/Acting Controller, Betsy George, Chief Financial Officer

ATTACHMENTS

1. FPOL 1.08 Creation of a Monitoring System
2. Resolution establishing City Council's Policy for a Monitroing System of Internal Controls
3. 12.21.21 CC - ICIF - Monitoring Activities of Internal Controls

CITY OF OXNARD CALIFORNIA	**City of Oxnard Finance Policy**		
TITLE Creation of a Monitoring System			PAGE 1 of 2
NUMBER FPOL 1.08	VERSION 1.0	DOCUMENT OWNER Jennifer Hiraoka	EFFECTIVE DATE 12/21/2021
PROCEDURE OWNER Jennifer Hiraoka	TITLE Sr. Mgr, Internal Controls	(Signature)	DATE 11/23/2021

1.0 POLICY STATEMENT

1.1.1 The Council directs that the City Manager implement a monitoring system for internal control activities. The monitoring system shall be one that gives the community, City Council, employees and other stakeholder's reasonable assurance that the City is adhering to Internal Control – Integrated Framework (ICIF) principles and is achieving operating, reporting, and compliance objectives.

1.1.2 The City Manager shall report to the City Council the results of any evaluations conducted by staff, consultants or auditors about whether the internal controls are effectively designed and operating as intended, no less than annually.

1.1.3 The City Manager shall evaluate and report to the City Council any internal control deficiencies identified as part of the City's monitoring activities and identify the corrective actions to be taken to cure the deficiencies.

2.0 SCOPE

The policy covers all of the City Oxnard's monitoring activities as it relates to the monitoring of internal controls.

3.0 BACKGROUND

3.1.1. The City Council recognizes that the ICIF and the City's internal controls must be monitored regularly and effectively. This requires that components of the internal control system not only exist but are also functioning as designed, any deficiencies are reported to the Council and senior management, and corrective action is taken in a timely manner.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework (ICIF)	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance
Monitoring System	A set of procedures to observe and check the progress or

Term	Definition
	quality of systems, applications, over a period time; keep under systematic review.
Deficiencies	A failing or shortcoming.
Corrective Action	Improvements to an organization's processes taken to eliminate causes of deficiencies so as to prevent recurrence.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to select, develop, and perform ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning as intended.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's responsibilities for the monitoring of internal controls.
City Manager	Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives
FPOL 1.05 City Council's Risk Assessment Responsibilities
FPOL 1.06 Development and Implementation of Internal Controls
FPOL 1.07 Commitment to Transparent and Complete Information and Communication

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A MONITORING SYSTEM FOR INTERNAL CONTROLS POLICY

WHEREAS, in furtherance of the City Council's Organizational Effectiveness Strategic Goal, City staff recommends adopting policies associated with the Internal Control - Integrated Framework (ICIF) sponsored by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

WHEREAS, the COSO ICIF defines City Council's internal control activities as they relate to the monitoring system for internal controls;

WHEREAS, the recommended Policy for Creation of a Monitoring System of Internal Controls reaffirms the City Council's commitment to hold management accountable for adhering to Internal Control – Integrated Framework (ICIF) principles; and

WHEREAS, recommended delegation of responsibilities includes assigning the Finance and Governance Committee to work with the Internal Auditor to develop and implement internal controls to safeguard assets and ensure the City achieves its operational objectives.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the Policy for Creation of a Monitoring System of Internal Controls (FPOL 1.08 Monitoring System for Internal Controls) attached hereto as Exhibit A.

PASSED AND ADOPTED on this _____ day of ___December__, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

FPOL 1.08 City Council's Policy for Monitoring System for Internal Controls

Proposed City Council Policy for Internal Control Integrated Framework – Monitoring Activities

Presentation to City Council

Jennifer Hiraoka, Senior Manager Internal Controls/Acting Controller
December 21, 2021

CITY OF OXNARD CALIFORNIA

Recommendation

2

That the City Council adopt a resolution adopting the Policy for Monitoring Activities of Internal Controls to define the City Council's internal control activities as they relate to monitoring activities of internal controls.

Agenda

3

- Policies Associated with the Internal Control - Integrated Framework (ICIF)
- Adoption of a Policy for the Creation of a Monitoring System for Internal Control activities

Policies Associated with the Internal Control - Integrated Framework (ICIF)

4

COSO Category	City Council Policies
A. Control Environment Adopted 9/1/20 Previously in place	1. Adoption of Internal Control - Integrated Framework 2. Adoption of Internal Control Oversight Responsibilities 3. Finance and Governance Committee Duties and Responsibilities 4. Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives 5. Performance Evaluations of City Manager and City Attorney
B. Risk Assessment Adopted 1/5/21	6. City Council's Risk Assessment Responsibilities
C. Control Activities Adopted 3/2/21	7. Development and Implementation of Internal Controls
D. Information and Communication Adopted 6/1/21	8. Commitment to Transparent and Complete Information and Communication
E. Monitoring Activities	9. Creation of a Monitoring System

FPOL 1.08 Monitoring Activities of Internal Controls

5

- Implementing policy defines City Council's internal control activities as they relate to the creation of a monitoring system of internal controls.
- Draft policy reaffirms the City Council's creation of a monitoring system.

Recommendation

6

That the City Council adopt a resolution adopting the Policy for Monitoring Activities of Internal Controls to define the City Council's internal control activities as they relate to monitoring activities of internal controls.

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.2

DATE: December 21, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8404 to Toro Enterprises, Inc. for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road, Specification No. PW 21-98. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the following for a total of $3,643,818 in Project funds for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road, Specification No. PW 21-98 (Project Nos. 206506, 216502 & 215707):
1. The Mayor to execute Agreement A-8404 with Toro Enterprises, Inc. in the amount of $3,036,516 for the Project;
2. A Project contingency amount of $303,651 for the Project; and
3. A Project allocation of $303,651 for engineering, inspection, survey and project management for the Project.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GRhKOwMKBsY

BACKGROUND

This project will replace 60 year old cast iron water pipes with polyvinyl chloride pipe (PVC) pipes in various locations throughout the City per the City wide cast iron pipe replacement program. Additionally, the current storm drain system adjacent to J Street and Hueneme Road requires improvements and upgrades to mitigate drainage issues that have been previously identified in that area. Installing a larger catch basin on J Street and extending the drainage system along Hueneme Road to Perkins Road will address the pipe that is beyond its useful life as well as mitigate the flooding problems along both J Street and Perkins Road.

The Project consists of furnishing all necessary labor, materials, equipment, traffic control and other incidental and appurtenant work to abandon existing 6" up to 10" cast iron pipe waterlines and install approximately 2,880 linear feet of 12-inch PVC, 2,400 linear feet of 10-inch PVC, and 2,400 linear feet of 8-inch PVC main water lines within various locations throughout the City and the construction of approximately 550 linear feet of 24-Inch high density polyethylene (HDPE) drainage pipeline along Hueneme Rd from J Street to Perkins Road.

Capital Improvement Program (CIP) Reference

Project No. **206506 –** Neighborhood Cast Iron Pipe Replacement - CIP 2021-2026 - Adopted May 18, 2021 – Page 174.

Project No. **216502–** Arterial Street Cast Iron Pipe Replacement - CIP 2021-2026 - Adopted May 18, 2021 – Page 166.

Project No. **215707–** Ormond Beach Neighborhood Street Resurfacing - CIP 2021-2026 - Adopted May 18, 2021 – Page 110.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to complete construction of PVC main water lines at various locations in the City and construction of HDPE drainage pipeline along Hueneme Road from J Street to Perkins Road. The Work includes the proper abandonment of existing cast iron pipe waterlines, replacement of service lines, removal and replacement of fire hydrants, installation of water valve/air-vac/blow-off, the restoration of asphalt concrete pavement and replacement of sidewalks and driveways as needed.

The work is tentatively scheduled to begin in early 2022, pending any weather delays, and continue into early summer 2022 (90 working days). Staff will work closely with the Pleasant Valley Village, Southwinds, Hobson Park East, Wilson, Fremont South, and Sierra Linda Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on October 12, 2021, and all bids were due on November 23, 2021. The City received one bid on the project and the tabulation is below:

Toro Enterprises, Inc.: $3,036,516.00

The only bidder is Toro Enterprises, Inc. and its bid is responsive to the City's NIFB. The bid shows to be a reasonable submission when compared to the Engineer's construction cost estimate and accounting for the current volatile bid environment and supply chain issues. Following this determination, procurement staff reviewed all documentation received from TORO Enterprises, Inc. and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

Aside from construction funding, the Project will also allocate funds including $303,651 for project contingency (10% of the contract costs) and $303,651 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road (Project Nos. 206506, 216502, and 215707) shall not exceed $3,643,818. These projects are being funded from the Water Operation Fund (601) and the 2006 TAB HERO Bond Fund (315) and have a total current

available budget of $6,086,841 as listed below:

Project No.	Project Description	Fund No.	Fund Description	Available Project Budget Balance
206506	Neighborhood Street Cast Iron Pipeline Improvements	601	Water Operating Fund	$3,030,723
216502	Arterial Street Cast Iron Pipeline Improvements	601	Water Operating Fund	$1,097,928
215707	Ormond Beach Neighborhood Resurfacing	315	2006 TAB HERO Bond Fund	$1,958,190
			TOTAL	$6,086,841

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8404 TORO Enterprises PW 21-98 Agreement
2. Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR WATER CAST IRON PIPE REPLACEMENT PROJECT AT VARIOUS LOCATIONS AND STORM DRAINAGE IMPROVEMENT PROJECT AT HUENEME ROAD SPECIFICATION NO. PW 21-98

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road Specification No. PW 21-98 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of three million, thirty-six thousand, five hundred sixteen dollars ($3,036,516) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] _____ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date

TORO ENTERPRISES, INC.

Sean Castillo, President[2] _____ Date

Jerry Hannigan, Secretary _____ 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.

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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. A-8404
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY 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 $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.: A-8404
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

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

SAMPLE

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, Aoccurrence@ 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 ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

SAMPLE

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, Aoccurrence" form CA0001, code (Aany auto@); or

b If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.: A-8404
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 _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as WATER CAST IRON PIPE REPLACEMENT PROJECT AT VARIOUS LOCATIONS AND STORM DRAINAGE IMPROVEMENT PROJECT AT HUENEME ROAD SPECIFICATION NO. PW 21-98.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of

the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WATER CAST IRON PIPE REPLACEMENT PROJECT AT VARIOUS LOCATIONS AND STORM DRAINAGE IMPROVEMENT PROJECT AT HUENEME ROAD, SPECIFICATION NO. PW 21-98.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change,

extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California

Exhibit A

REVISED BID SHEETS 11/16/2021

CITY OF OXNARD

BID SHEETS FOR WATER CAST IRON PIPE REPLACEMENT PROJECT AT VARIOUS LOCATIONS AND STORM DRAINAGE IMPROVEMENT PROJECT AT HUENEME ROAD

SPECIFICATION NO. PW 21-98

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (not to exceed 5% of the Total Bid Amount)	1001-3	LS	LUMP SUM	$107,000.00	$107,000.00
2.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	$67,200.00	$ 67,200.00
3.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	$ 9,600.00	$ 9,600.00

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
	SCHEDULE A Water Improvement					
4.	Install 12-Inch PVC Class 200	1407-3	LF	2,880	$ 227.00	$ 653,760.00
5.	Install 10-Inch PVC Class 200	1407-3	LF	2,360	$ 226.00	$ 533,360.00
6.	Install 8-Inch PVC Class 200	1407-3	LF	2,000	$ 197.00	$ 394,000.00
7.	Install 6-Inch PVC Class 200	1407-3	LF	80	$ 486.00	$ 38,880.00
8.	Install 3-Inch To 4-Inch PVC Class 200	1407-3	LF	100	$ 324.00	$ 32,400.00
9.	Abandon-In-Place Exist 10-Inch CIP	1408-2	LF	3,481	$ 13.50	$ 46,993.50
10.	Abandon-In-Place Exist 6-Inch To 8-Inch CIP	1408-2	LF	3,359	$ 9.50	$ 31,910.50
11.	Install 12-Inch R.S. Gate Valve	1409-3.7	EA	2	$ 4,085.00	$ 8,170.00
12.	Install 10-Inch R.S. Gate Valve	1409-3.7	EA	9	$ 3,385.00	$ 30,465.00
13.	Install 8-Inch R.S. Gate Valve	1409-3.7	EA	16~~21~~	$ 2,715.00	$ 43,440.00

Revised B2

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
14.	Install 6-Inch R.S. Gate Valve	1409-3.7	EA	8~~7~~	$ 2,360.00	$ 18,880.00
15.	Install 3-Inch To 4-Inch R.S. Gate Valve	1409-3.7	EA	5	$ 2,100.00	$ 10,500.00
16.	Install 2-Inch Air-Vacuum Assembly	1409-4.7	EA	4~~5~~	$ 8,365.00	$ 33,460.00
17.	Remove And Replace Fire Hydrant	1410-4	EA	1	$ 12,150.00	$ 12,150.00
18.	Remove And Reconnect Fire Hydrant	1410-4	EA	13~~12~~	$ 9,715.00	$ 126,295.00
19.	Replace Up To 1-Inch Water Services (H20 Traffic)	1411-3	EA	17	$ 3,510.00	$ 59,670.00
20.	Replace Up To 1-Inch Water Services (Non-Traffic)	1411-3	EA	40	$ 3,475.00	$ 139,000.00
21.	Replace 1 ½-Inch Or 2-Inch Water Services (Non-Traffic)	1411-3	EA	12	$ 5,670.00	$ 68,040.00
22.	Install 4-Inch Blow-Off Assembly	1414-2	EA	2~~3~~	$ 10,750.00	$ 21,500.00
23.	Dewatering	1901-3	LS	LUMP SUM	$ 2,900.00	$ 2,900.00

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
24.	Trench Safety: Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders	1902-3	LS	LUMP SUM	$ 17,215.00	$ 17,215.00
	SCHEDULE B Storm Drain Improvement					
25.	Remove And Replace PCC Sidewalk	1174-6	SQFT	4,000~~3,600~~	$ 7.75	$ 31,000.00
26.	Remove And Replace PCC Driveway - Commercial	1174-6	SQFT	850	$ 25.20	$ 21,420.00
27.	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	640~~580~~	$ 70.50	$ 45,120.00
28.	Remove And Replace PCC Cross Gutter And Spandrel	1174-6	SQFT	300	$ 24.40	$ 7,320.00
29.	Remove And Replace PCC Curb Ramp	1174-6	SQFT	500	$ 17.70	$ 8,850.00
30.	Adjust Manhole Frame And Cover To Finished Grade	1185-4	EA	1	$ 1,265.00	$ 1,265.00
31.	Adjust Water Valve Frame And Cover To Finished Grade	1185-4	EA	2	$ 675.00	$ 1,350.00

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
32.	Adjust Traffic Signal Box To Finished Grade	1187-4	EA	5	~~$ 6.75~~ 675.00	$ 3,375.00
33.	Remove And Re-Install Bus Stop Shelter Including All Components, Complete-In-Place	1192-5	LS	LUMP SUM	$ 5,485.00	$ 5,485.00
34.	Install 24-Inch Storm Drain HDPE Pipe And Fittings	1302-5	LF	400	$ 180.00	$ 72,000.00
35.	Remove And Replace 24-Inch Storm Drain HDPE Pipe And Fittings	1302-5	LF	150	$ 180.00	$ 27,000.00
36.	Install 18-Inch Storm Drain HDPE Pipe And Fittings	1302-5	LF	10	$ 160.00	$ 1,600.00
37.	Install Storm Drain Manhole #1 Per City Std Plate 513	1303-3	EA	1	$ 9,040.00	$ 9,040.00
38.	Remove And Install 3.5' Catch Basin Per City Std Plate 501 Max. V=7.0' With Full Capture Trash Excluder Complete-In-Place	1303-3	EA	1	$ 6,530.00	$ 6,530.00
39.	Remove And Install 7' Catch Basin Per City Std Plate 501 Max. V=7.0' With Full Capture Trash Excluder Complete-In-Place	1303-3	EA	1	$ 7,855.00	$ 7,855.00
40.	Install Local Depression For Side Opening Catch Basin Per City Std Plate 509	1303-3	SQFT	300~~200~~	$ 8.00	$ 2,400.00

Revised B5

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
41.	Remove And Re-Install Street Sign & Post Including All Attachments	1530-4	EA	3	$ 222.00	$ 666.00
42.	Remove And Re-Install Bus Stop Sign & Post	1530-4	EA	1	$ 165.00	$ 165.00
43.	Remove And Replace Bus Stop Post Per City Std Plate 203 & Re-Install Sign	1530-4	EA	1	$ 165.00	$ 165.00
44	Cold Mill AC Pavement (2" Max.)	1110-3	SQYD	400	$ 25.60	$ 10,240.00
45.	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	50	$ 297.00	$ 14,850.00
46.	Dewatering	1901-3	LS	LUMP SUM	$ 2,900.00	$ 2,900.00
47.	Trench Safety: Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders	1902-3	LS	LUMP SUM	$ 16,500.00	$ 16,500.00
48	Remove And Replace 18" ERCP (14" Rise X 23" Span) 2.0' To 5.0' Deep	1302-5	LF	45	$480.00	$21,600.00
49	Remove And Replace 15" ERCP (12" Rise X 18" Span) 2.0' To 5.0' Deep	1302-5	LF	23	$480.00	$11,040.00

Revised B6

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
50	Remove And Connect To Existing Catch Basin Per City Std Plate 524 Complete-In-Place	1303-3	EA	3	$3,960.00	$11,880.00
51	Remove And Replace 7-Ft Curb Opening Catch Basin With Gratings Per City Std Plate 502, Max. V=4.0' Including Full Capture Trash Excluder Complete-In-Place	1303-3	EA	3	$14,390.00	$43,170.00
TOTAL BASE AMOUNT: $						

NOTE:

1. **ADDITIVE ITEMS (Bid Item Numbers 52~~48~~ Thru 61~~57~~):** To be installed as required per Engineer's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Alternative Bid Items listed.

ADDITIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE(+/-$)	EXTENDED AMOUNT
52~~48~~	Unclassified Excavation	1120-4	CY	50	$ 120.00	$ 6,000.00
53~~49~~.	Class 2 Aggregate Base	1130-4	TON	50	$ 119.00	$ 5,950.00
54~~50~~.	Portland Cement Stabilized Grade	1149-5	CY	50	$ 827.00	$ 41,350.00

Exhibit A

REVISED BID SHEETS 11/16/2021

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE(+/-$)	EXTENDED AMOUNT
55~~51~~.	Remove And Replace PCC Pavement	1180-6	CY	50	$ 770.00	$ 38,500.00
56~~52~~.	Install Temporary Water Services Up To 2 Inches	1412-3	EA	10	$ 925.00	$ 9,250.00
57~~53~~.	Paint Traffic Stripe (2-Coat)	1515-4	LF	3,450	$ .38	$ 1,311.00
58~~54~~.	Paint Pavement Marking (2-Coat)	1515-4	SQFT	300	$ 2.60	$ 780.00
59~~55~~.	Install Inductive Traffic Loop Type E, Complete-In-Place	1520-23	EA	10	$ 540.00	$ 5,400.00
60~~56~~.	Trench Stabilization	1903-4	TON	100	$ 114.00	$ 11,400
61~~57~~.	Miscellaneous Work (Sewer Lateral Repair)	1192-5	COST ALLOWANCE (Time and Material)			$25,000.00
TOTAL ADDITIVE OR DEDUCTIVE ITEM :						$ 144,941.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

Exhibit A

REVISED BID SHEETS 11/16/2021

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 3,036,516

TOTAL BID PRICE IN WORDS: three million, thirty six thousand, five hundred sixteen dollars

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and all Additive Items.

Contractor must complete all Work within _~~seventy five (75)~~ ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	11/02/21	#05	
#02	11/10/21	#06	
#03	11/16/21	#07	
#04		#08	

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: _____ Title: PRESIDENT

Print: SEAN CASTILLO Date: 11/16/2021

Signature: _____ Title: SECRETARY

Print: JERRY HANNIGAN Date: 11/16/2021

Revised B9

Agreement A-8404 To Toro Enterprises, Inc. for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road Project PW21-98

City Council
December 21, 2021

Tatiana Arnaout, PE
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the following for a total of $3,643,818 in Project funds for the Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road, Specification No. PW 21-98 (Project Nos. 206506, 216502 & 215707):

1. The Mayor to execute Agreement A-8404 with Toro Enterprises, Inc. in the amount of $3,036,516 for the Project;

2. A Project contingency amount of $303,651 for the Project; and

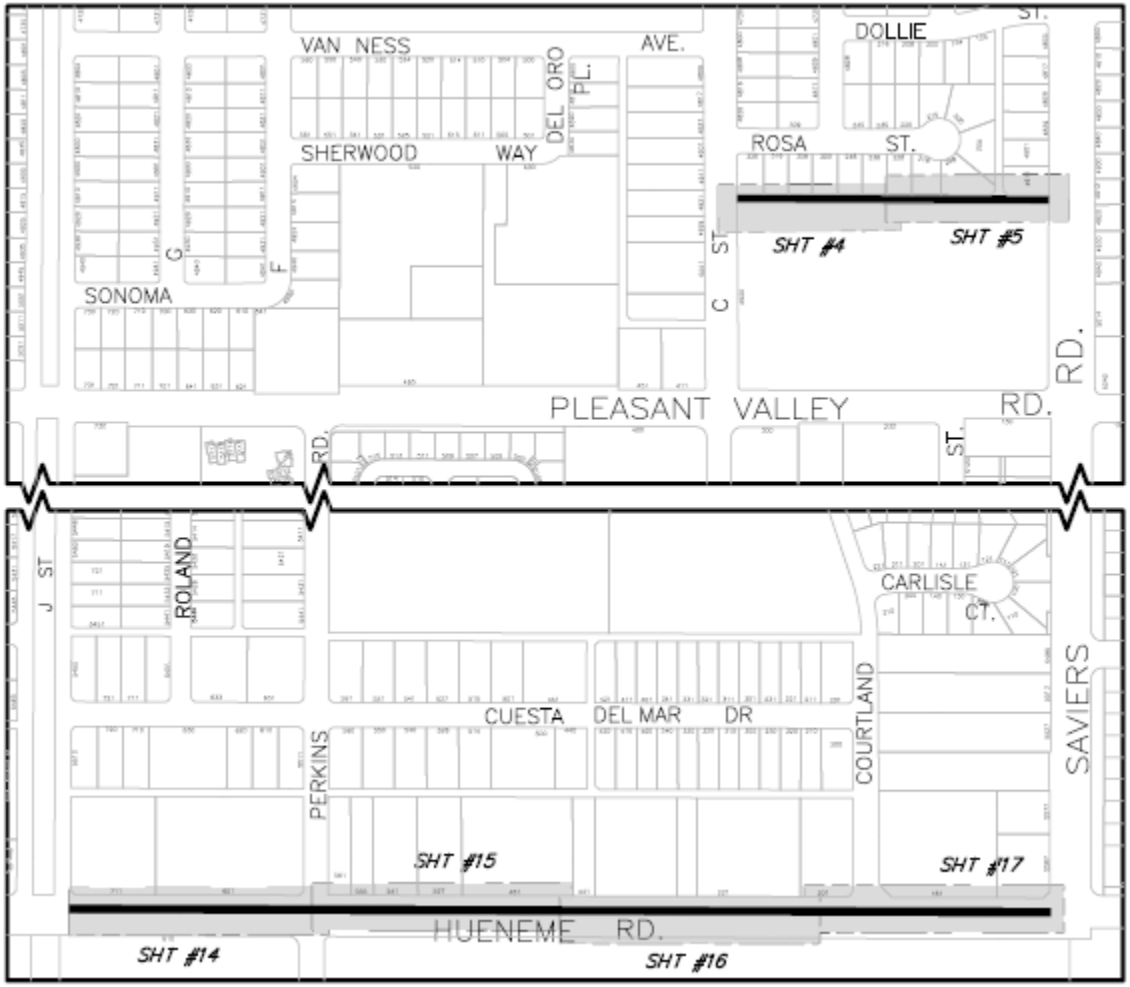
3. A Project allocation of $303,651 for engineering, inspection, survey and project management for the Project.

BACKGROUND

- Replacement of 60 year old cast iron pipe with PVC pipe throughout various locations within the city, and improve the drainage system along Hueneme Road and J Street.

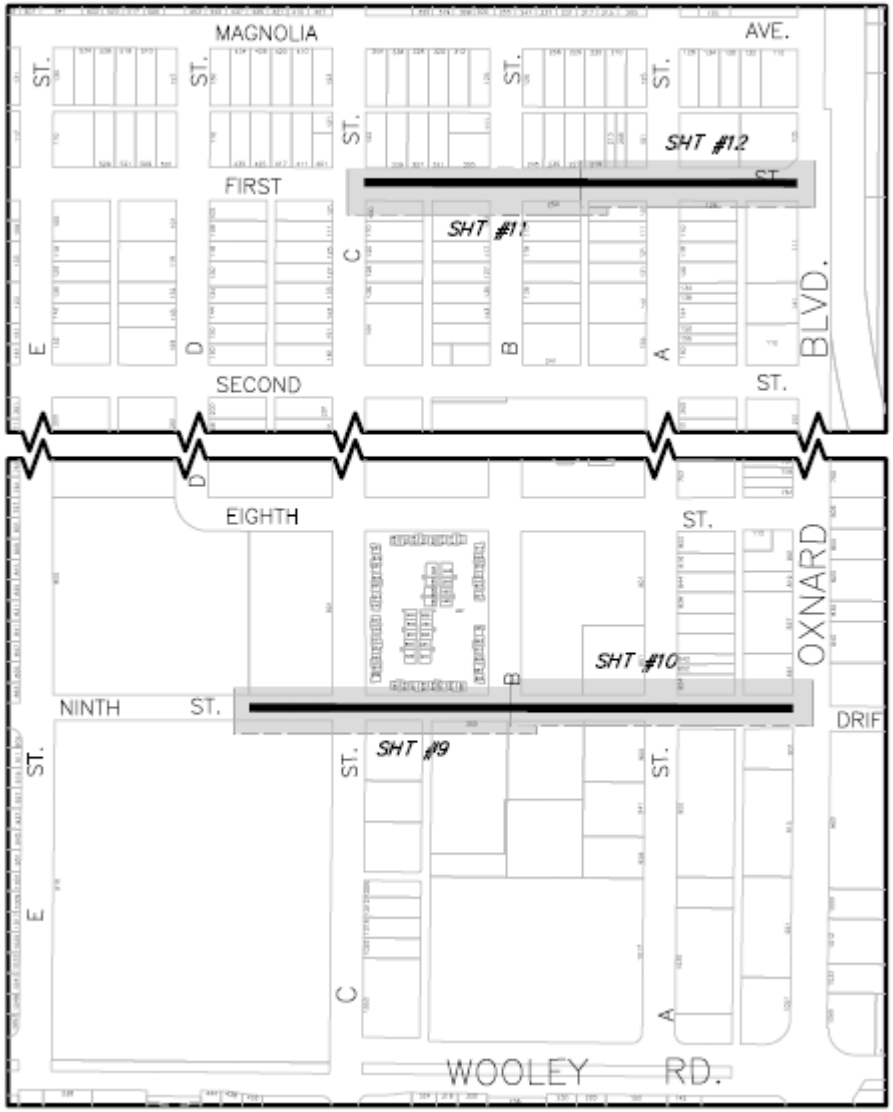
- The work will include:
  - Approx. 7,680 linear feet of (water) mainline ranging from 8 to 12 inch pipe.
  - Install approx. 550 linear feet of 24 inch HDPE storm drain pipe
  - Improving 3 catch basins to mitigate flooding on J St

LOCATIONS - CAST IRON PIPE REPLACEMENT



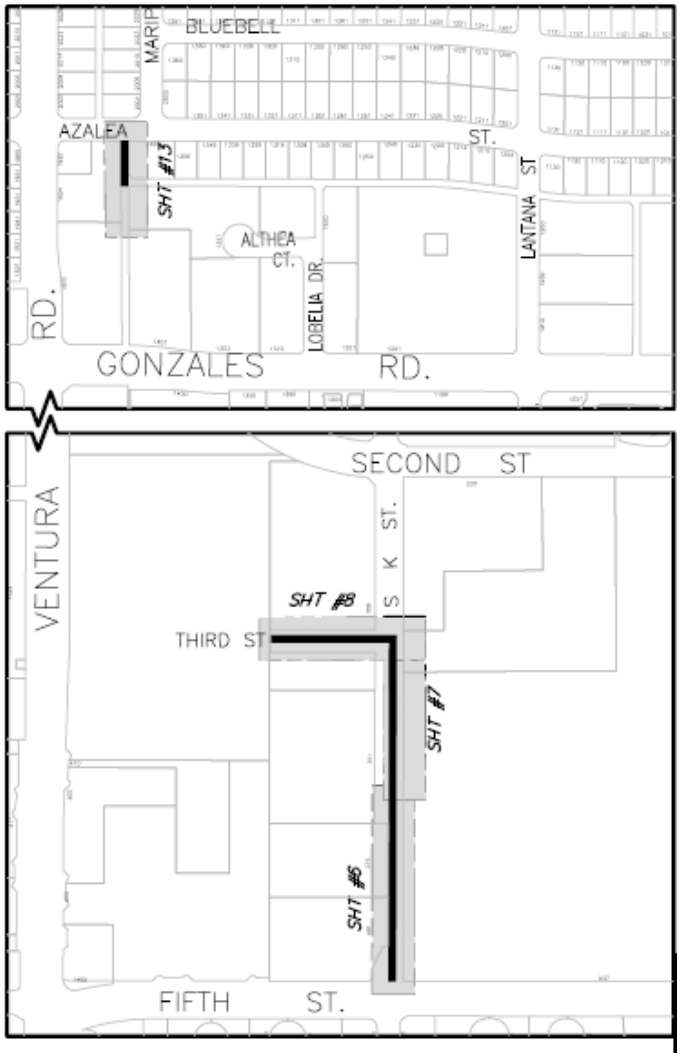
PLEASANT VALLEY RD ALLEY N/O
(FROM C ST TO SAVIERS RD)
HUENEME RD (FROM J ST TO SAVIERS RD)

LOCATIONS - CAST IRON PIPE REPLACEMENT



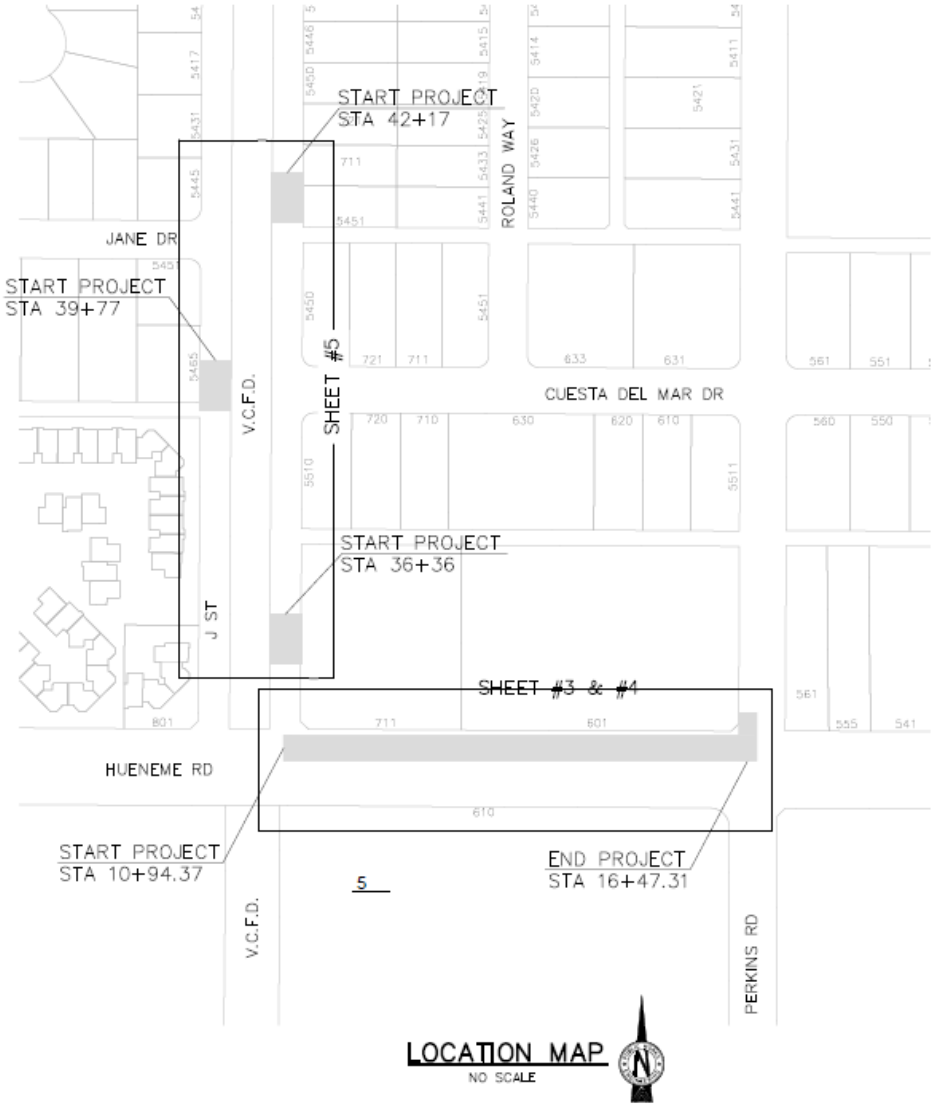
9TH ST (FROM S E ST TO OXNARD BLVD)
FIRST ST (FROM N C ST TO OXNARD BLVD)

LOCATIONS - CAST IRON PIPE REPLACEMENT



K ST (FROM 5TH ST TO 3RD ST)
3RD ST (FROM K ST TO WEST END)
VENTURA RD ALLEY E/O
(FROM AZALEA ST TO 154' SOUTH)

LOCATIONS - STORM DRAIN IMPROVEMENTS



What to expect during construction:

Installation of PVC Pipe for (water) mainline

DISCUSSION

Water Cast Iron Pipe Replacement Project at Various Locations and Storm Drainage Improvement Project at Hueneme Road

- The notice inviting formal bids (NIFB) for the project was published on October 14, 2021, with bids due on November 23, 2021
- One bid was received and evaluated:

Toro Enterprises, Inc.	$3,036,516

- Toro Enterprises, Inc. was found to be a responsive bidder for this project

FINANCIAL IMPACT

- Total cost for the Project is **$3,643,818** and includes:
  - Agreement A-8404 with Toro Enterprises, Inc. for **$3,036,516**
  - Project contingency of **$303,651**
  - Engineering, inspection, survey and project management (EISPM) of **$303,651**

- These projects currently have a total available budget of **$6,086,84**1as listed in the breakdown below:

Project No.	Project Description	Fund No	Fund Description	Available Balance
206506	Neighborhood Street Cast Iron Pipeline Improvements	601	Water Operating Fund	$3,030,723
216502	Arterial Street Cast Iron Pipeline Improvements	601	Water Operating Fund	$1,097,928
215707	Ormond Beach Neighborhood Resurfacing	315	2006 TAB HERO Bond Fund	$1,958,190
			TOTAL	**$6,086,841**

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.3

DATE: December 21, 2021

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Report on Police Department's Automated License Plate Reader (ALPR) Program. (0/5/5)

RECOMMENDATION

That the City Council receive and file a report on the Police Department's Automated License Plate Reader (ALPR) Program.
(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 23, 2021.)
Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0UjXu4pcouU

BACKGROUND

The Police Department has increased the use of contemporary technology in order to keep the community safe and address crime. Many of the systems currently in use are familiar to the public in the form of community cameras, traffic cameras, and automated license plate readers, otherwise known as ALPRs. This technology is used in public spaces, including parks and sports fields. Cameras are often requested in areas of recent violent crime and receive overwhelming support from neighborhoods within the city.

ALPR technology is a fixed or mobile license plate recognition camera that takes photos of license plates, capturing the date, time, and GPS coordinates of where the photo was taken. It is a means to gather objective evidence and facts about vehicles - not people. It increases the capabilities of investigators because it can be used to gather vehicle data in large numbers, where in the past an officer or detective had to be assigned to collect vehicle data at a crime scene or an officer had to be in the right place at the right time to see a vehicle that was stolen or involved in a crime. The ALPR database is attached to a system that can be used to alert police to these wanted vehicles.

Photos of vehicles and license plates are retained in a searchable database where vehicles can be searched by make, model, color, license plate number, or unique identifying information such as previous traffic collision damage or bumper stickers and decals. Investigators have the ability to view all prior sightings of a particular vehicle as well as its GPS location, date, and time of each sighting. This information can be critical in linking a suspect to a crime.

ALPR technology is not facial recognition software. It does not retrieve personal identifying information of the driver, passenger, or registered owner of the vehicle. ALPR technology is not used for immigration or traffic enforcement.

The ALPR program started in 2017 with the City Council-approved purchase of three (3) mobile ALPRs. In 2019, the program expanded to twelve (12) mobile ALPRs when the City Council approved the purchase of nine (9) additional mobile ALPRs. These mobile versions were attached to the top of police patrol vehicles.

The ALPR program is managed by a police commander. All staff members who are authorized to use the program must undergo specific training. The system creates an audit trail when it is accessed and is audited on a regular basis to ensure that data is accessed and used only under authorized circumstances. There is a policy specific to ALPR use and it is

available on the home page of the Police Department's website under the "Transparency" tab for public review.

The Police Department plans to add fixed location ALPRs to the program in the coming year. There are currently similar fixed location ALPR programs in the cities of Port Hueneme and Ventura. The Ventura County Sheriff's Office is looking to start a fixed location ALPR program in the near future. This technology is also used in the private sector, including Home Owner Associations (HOAs) and the commercial trucking industry. There is one HOA in the city of Oxnard that uses ALPR technology.

The location of these fixed ALPRs will be based on a number of factors. The factor that was given the most weight was violent crime locations. Crime Analysts used ten years of data on violent crime/crimes against persons so as to accurately assess perpetual, long-term hot spot locations. The crimes included were: aggravated assault, robbery, sexual assault, and homicide. In addition, locations were layered into the locations of existing cameras, including OPD's community cameras and other agencies' ALPR cameras. Finally, consideration was given to routes of travel to, from, and around violent crime hot spot locations and locations of interest.

STRATEGIC PRIORITIES

This agenda item supports the Public Safety Strategy. The purpose of the Public Safety Strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and the health of our community.

FINANCIAL IMPACT

There is no financial impact. Any proposed additions that were discussed in this report will go through the city-approved purchasing program, including Committee/Council agenda items where applicable.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 23, 2021 to approve the staff recommendation and to forward the item for Council consideration.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. ALPR Community Presentation.pptx

Automated License Plate Readers (ALPR)

Assistant Chief Denise Shadinger

CITY OF OXNARD CALIFORNIA

Objectives

Provide an overview of Automated License Plate Reader (ALPR) Technology

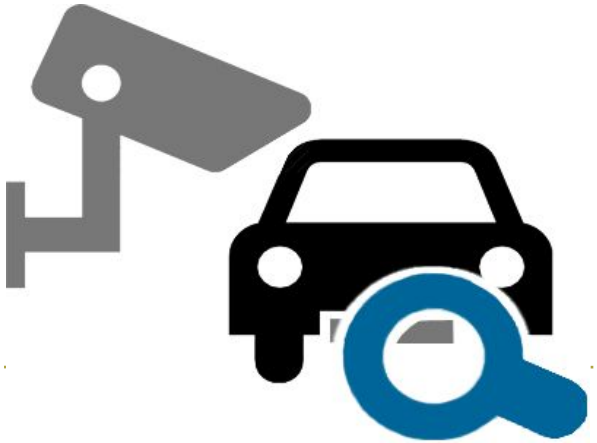
Provide an overview of the Police Department's ALPR Program

Provide information on planned additions to the ALPR Program

Community Safety

The Police Department has been increasing its efforts to use contemporary technology to fight crime and keep our community safer.

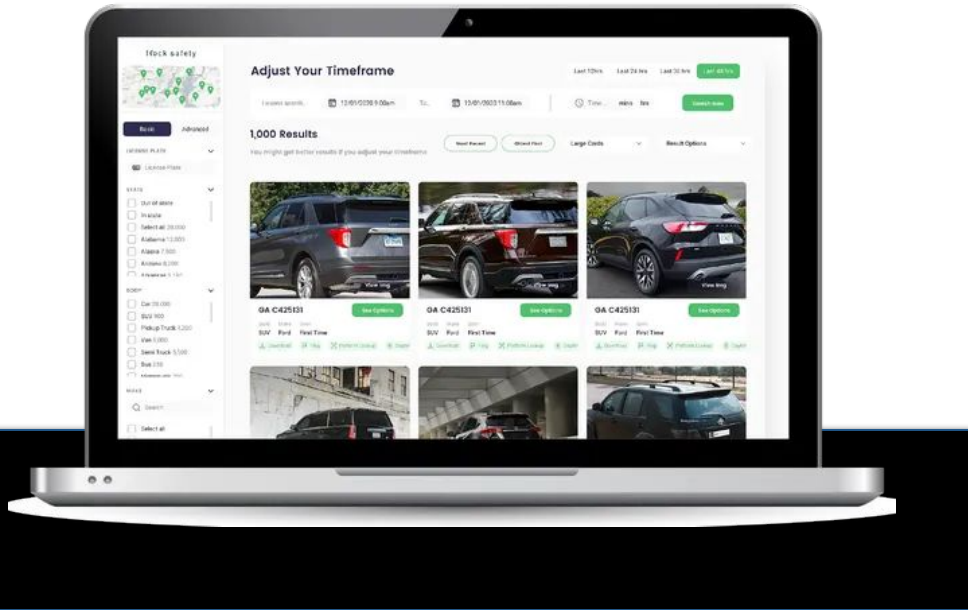
Community Cameras
Traffic Cameras
Automated License Plate Readers



ALPR Technology

ALPR technology is:

- a fixed or mobile license plate recognition camera that takes photos of license plates capturing date, time and GPS coordinates of where the photo was taken
- a means to gather objective evidence and facts about vehicles - not people
- a system that alerts police on wanted vehicles
- focused on solving crime



Protecting Privacy

ALPR technology is **NOT**:

- facial recognition
- tied to Personal Identifying Information (PII)
- used for immigration enforcement
- used for traffic enforcement

ALPR Program Overview

The Police Department's ALPR Program started in 2017 with a City Council approved purchase of three (3) mobile ALPRs

In 2019, the program expanded to twelve (12) mobile ALPRs when the City Council approved the purchase of nine (9) additional mobile ALPRs

ALPR Program Overview

The ALPRs purchased in 2017 and 2019 were mobile solutions - affixed to police patrol vehicles.

Department ALPR Policy

Policy
463

Oxnard Police Department
Oxnard PD Policy Manual

Automated License Plate Readers (ALPRs)

A copy of this policy can be found on the Police Department's website home page at www.oxnardpd.org under the "Transparency" tab

Solving Crime with ALPRs

ALPR technology used at crime scenes to collect vehicle data from the immediate area.

String of commercial burglaries at pharmacies throughout Ventura County solved with use of ALPRs.

ALPRs assisted investigators in identifying suspect in homicide case.

Shooting suspect located through use of ALPR technology.

Auto Theft Detectives use ALPRs to assist in recovering stolen vehicles.

Moving Forward

The Police Department plans to add twenty (20) fixed location ALPRs to the program in the coming year.

The cities of Port Hueneme and Ventura currently have fixed ALPR programs.

The Ventura County Sheriff's Office will be starting a fixed location ALPR program later this year.

One HOA in the city of Oxnard uses ALPR technology.

Moving Forward

Fixed ALPRs would be placed in designated locations throughout the City. These public place locations would be determined using the analysis of ten years of crime data:

- focusing on locations with violent crime
- layered in the locations of existing cameras, including OPD's community cameras and other agencies' ALPR cameras (VPD, PHPD, and privately owned)
- taking into account routes of travel to, from, and around violent crime hot spot locations

Fixed Position ALPR's

Protecting Privacy

- ALPR Footage is owned by Agency and will not be sold/shared
- Fixed ALPR data has a 30 day retention period
- Mobile ALPR data has a one year retention period
- Short retention periods ensure data not associated with a crime is automatically deleted and unrecoverable
- Takes human bias out of crime-solving by detecting objective data
- Audit trail for all searches

Protecting Privacy

- NOT facial recognition software
- NOT used for immigration enforcement
- NOT used for traffic enforcement
- End to End Encryption of Data
- NO personal identifying information (PII) is contained
- Not connected to registration data or 3rd party databases (Carfax, DMV)

CITY OF
OXNARD
CALIFORNIA

QUESTIONS