

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



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
December 28, 2021
Regular Meeting - 5:00 to 6:30 PM
(Temporary Time Change)

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 896 3103 2645**
- 3. Passcode: 389487**

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 City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.**

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 / Committee 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, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the December 14, 2021 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

2. City Clerk Department

SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION: That the Finance and Governance Committee recommends that the City Council adopts a resolution repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

Legislative Body: Finance and Governance Committee

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Finance Department

SUBJECT: Enterprise Resource Planning (ERP) Annual Report and Second Amendment to Kreative Core Technologies Corp Contract for ERP Project Management Services. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee:

a. Receive the Enterprise Resource Planning (ERP) system annual report; and

b. Recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$700,000 for a new not to exceed contract amount of \$900,000 and to extend the term from September 30, 2022, to February 1, 2023, for Project Management Services related to the Core Financials and Human Capital Management phases (HCM) of the

City's multi-year ERP implementation.

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

Contact: Shiri Klima, (805) 385-7487

2. City Manager Department

SUBJECT: Seventh Annual Recognized Obligation Payment Schedule 2022-2023. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that the Community Development Commission Successor Agency adopt a Resolution approving the Seventh Annual Recognized Obligation Payment Schedule (ROPS) 22-23 covering the period of July 1, 2022 - June 30, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/KUMGFi3ZFJg>

Legislative Body: Finance and Governance Committee

Contact: Ashley Golden, (805) 385-7478

3. Fire Department

SUBJECT: Purchase of Eight (8) Battalion Chief Command Vehicles. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council ratify the authorization of the Mayor to Execute Purchase Order 8388 in the Amount of \$419,673.90 for the Purchase of Eight (8) Battalion Chief Command Vehicles Chassis through National Auto Fleet.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HrH1K0te1YI>

Contact: Alexander Hamilton, (805) 385-7700

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: December 28, 2021

TO: Finance & Governance Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the December 14, 2021 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 12 14 2021 Finance & Governance Committee

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
DECEMBER 14, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:03 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Zaragoza was present in person. Member Gabriela Basua and Member Gabriel Teran participated via videoconference.

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

Staff members that participated via videoconference were Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Alexander Hamilton, Fire Chief; Betsy George, Chief Financial Officer; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; Michael Wolfe, Public Works Director; Tatiana Arnaout, Senior Civil Engineer; and Juanita Guzman, Administrative Services Manager.

Henry Oum (CPA), Auditing and Accounting Manager, at Price Paige & Company; and Megan Quinn, Senior Project Manager, at Harris & Associates also participated via videoconference.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the November 23, 2021 regular meeting as presented.

It was moved by Chair Zaragoza, seconded by Member Basua, to approve the Information/Consent item as presented. VOTE: Teran, Basua, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council amend the FY 2021-22 Budget to recognize an additional \$695,615 of General Fund revenue from wildland fire reimbursement and appropriate \$370,128 to the Fire Department to restore the Department's original training budget; to improve and expand training related to

mutual aid response; and to acquire equipment and supplies.

Alexander Hamilton, Fire Chief, answered the Committee's questions. No public comments were received.

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

2. City Manager Department

SUBJECT: Whistleblower Summary Update.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council amend the FY 2021-22 Budget to recognize an additional \$695,615 of General Fund revenue from wildland fire reimbursement and appropriate \$370,128 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies.

Shiri Klima, Deputy City Manager introduced Henry Oum (CPA), Auditing and Accounting Manager, at Price Paige & Company, who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff. Report was received and filed, no formal action was required.

3. City Attorney Department

SUBJECT: Council Procedures Manual Update.

RECOMMENDATION: That the Finance and Governance Committee review the proposed update to the Council Procedures Manual and provide direction.

Stephen M. Fischer, City Attorney, answered the Committee's questions. The City Attorney stated the item would come back to the Committee at a future meeting for Members to provide additional direction and consider recommending Council action to update the Procedures Manual. No public comments were received. Discussion ensued among the Committee and staff. The Committee reviewed the Council Procedures Manual. No formal action was required.

4. Finance Department

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

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

Betsy George, Chief Financial Officer introduced Megan Quinn, Senior Project Manager, at Harris &

Associates, who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Chair Zaragoza, seconded by Member Teran, to approve the recommended action as presented. VOTE: Teran, Zaragoza, and Basua voted in favor; the motion carried 3-0.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:57 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair



CITY COUNCIL AGENDA REPORT

CONSENT AGENDA AGENDA ITEM NO. C.2

DATE: December 28, 2021

TO: Finance and Governance Committee

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

SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION

That the Finance and Governance Committee recommends that the City Council adopts a resolution repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

BACKGROUND

The Political Reform Act of 1974 (Government Code, §§ 81000 et seq.) (the "Act") requires all public agencies to adopt and maintain a conflict of interest code, which includes a list of positions that must file Statements of Economic Interests disclosing certain financial interests relating to particular duties. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code, §§ 87306, 87306.5.) The City Council is the code-reviewing body. This update is needed at this time and is intended to serve as the regular biennial update of the Code, which was last updated in February 2020.

The City Clerk and the City Attorney's Office have reviewed the City's Conflict of Interest Code and have determined that updates to the Code are necessary. All City departments were consulted and verified their Form 700 filing positions.

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

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the 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: Rose Chaparro, City Clerk

ATTACHMENTS

1. 2022 Conflict of Interest Code Resolution and Clean Copy
2. 2022 Conflict of Interest Code Resolution and Redline Copy

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING ALL PREVIOUS CONFLICT OF INTEREST CODE RESOLUTIONS AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

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

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”), which was amended on February 18, 2020 in compliance with the Act; and

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

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

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on January 4, 2022 at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council hereby repeals all previous Conflict of Interest Code resolutions.

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

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

PASSED AND ADOPTED THIS 4th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY OF OXNARD CONFLICT OF INTEREST CODE

February 2022

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

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

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

All statement of economic interest filers shall complete AB 1234 Ethics Training for Public Officials every two years, and within 60 days of assuming office.

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

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

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

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

DESIGNATED POSITIONS

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

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Chief Assistant City Attorney	1, 2
Deputy City Attorney I/II	1, 2
Law Office Manager	5

City Clerk's Office

City Clerk	5
Assistant City Clerk	5

City Manager's Office

Assistant City Manager	1, 2
Communications and Marketing Manager	1, 2
Deputy City Manager	1, 2
Project Manager	2, 3, 5, 6

City Treasurer's Office

Assistant City Treasurer/Director of Billing and Licensing	1, 2
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Community Development Department

Assistant Civil Engineer	3, 5, 6
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

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

Cultural and Community Services Department

City Librarian	1, 5
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Community Services Manager	1, 2, 5, 6
Cultural & Community Services Director	1, 2
Cultural & Community Services Assistant Director	1, 2
Library Circulation Supervisor	5
Library Management Analyst I	5
Library Services Supervisor	5
Library Systems Analyst	5
Management Analyst I/II	5, 6
Recreation Supervisor	5, 6

Finance Department

Accountant III	4
Assistant Chief Financial Officer	4
Budget Manager	5
Buyer	4
Chief Financial Officer	1, 2
Controller	5
Financial Analyst II	4
Interim Assistant Chief Financial Officer	1, 2
Management Accountant Auditor	4
Management Analyst II	4

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

Project Manager	4
Purchasing Manager	4
Senior Manager, Internal Controls	4

Fire Department

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

Housing Department

Accounting Manager	1
Affordable Housing Program Manager	1, 2
Compliance Services Manager	1, 2
Grants Coordinator	5
Homeless Assistance Program Coordinator	5, 6
Housing Contract Administrator	4
Housing Director	1, 2
Housing Financial Officer	1, 2

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
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Housing Inspector	1, 2
Housing Maintenance Supervisor	5
Housing Modernization Superintendent	5
Housing Program Manager	6
Housing Program Supervisor	6
Housing Rehabilitation Program Manager	2, 3

Human Resources Department

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

Information Technology Department

Information Technology Director	5
Information Technology Systems Administrator	5
Systems Administrator	5

Police Department

Assistant Police Chief	1, 2
Community Affairs Manager	5
Police Chief	1, 2
Police Commander	5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

Police Finance/Grants Manager 5

Police Records Manager 5

Public Safety Communications Manager 5

Public Works Department

Administrative Services Manager 1, 2

Assistant Public Works Director 1, 2

Call Center Manager 5

City Engineer 1, 2

Chief Operator 5

Environmental Resources/MRF Manager 2, 5, 6

Environmental Resources Supervisor 5

Facilities Maintenance Supervisor 5

Fleet Services Mechanic Supervisor 5

Maintenance Services Manager 2, 3, 5

Management Analyst II/III 5

Parks Maintenance Supervisor 5

Parks Manager 2, 3, 5

Project Manager 2, 3, 4

Public Works Director 1, 2

Recycling Manager 5

Special Districts Manager 1, 2, 3

Special Districts Project Manager 1, 2, 3

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

Streets Manager	5
Technical Services Manager/Water Quality Manager	6
Traffic Engineer	1, 2
Transportation Services Manager	1, 2
Utilities Director	1, 2
Utilities Finance Officer	5
Utility Supervisor	1, 2
Wastewater Division Manager	2, 5, 6
Wastewater Infrastructure Manager	2, 5, 6
Wastewater Maintenance Manager	5
Wastewater Maintenance Supervisor	5
Wastewater Operations Manager	5
Water Division Manager	2, 5, 6
Water Programs Manager	5
Water Resources Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

Measure “O” Citizen Oversight Committee Member 1, 2

Mobilehome Park Rent Review Board Member 2, 6

Miscellaneous

Consultants and New Positions² 1, 2

Acting Positions Subject to the same disclosure as position performed

Interim Positions Subject to the same disclosure as position performed

DISCLOSURE CATEGORIES

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING ALL PREVIOUS CONFLICT OF INTEREST CODE RESOLUTIONS AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

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

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”), which was amended on February 18, 2020 in compliance with the Act; and

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

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

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on January 4, 2022 at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council hereby repeals all previous Conflict of Interest Code resolutions.

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

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

PASSED AND ADOPTED THIS 4th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY OF OXNARD CONFLICT OF INTEREST CODE

February ~~2020~~2022

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

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

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

All statement of economic interest filers shall complete AB 1234 Ethics Training for Public Officials every two years, and within 60 days of assuming office.

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

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

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

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

DESIGNATED POSITIONS

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

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
<u>City Attorney's Office</u>	
Assistant City Attorney	1, 2
Chief Assistant City Attorney	1, 2
Deputy City Attorney I/II	1, 2
Law Office Manager	5
<u>City Clerk's Office</u>	
City Clerk	5
Assistant City Clerk	5
<u>City Manager's Office</u>	
Assistant City Manager	1, 2
Communications and Marketing Manager	1, 2
Deputy City Manager	1, 2
Legislative Affairs Manager	1, 2
Management Analyst II/III	2, 3, 5
Project Manager	2, 3, 5, 6
<u>City Treasurer's Office</u>	
Assistant City Treasurer/ <u>Director of Billing and Licensing</u>	1, 2
<u>Community Development Department</u>	
Assistant Civil Engineer	3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

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

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Supervising Building Inspector 3, 5, 6

Supervising Civil Engineer 3, 5, 6

Cultural and Community Services Department

City Librarian 1, 5

Community Services Manager 1, 2, 5, 6

Cultural & Community Services Director 1, 2

Cultural & Community Services Assistant 1, 2

Director

~~Cultural Arts Supervisor~~ ~~5~~

Library Circulation Supervisor 5

Library Management Analyst I 5

Library Services Supervisor 5

Library Systems Analyst 5

Management Analyst I/II 5, 6

Recreation Supervisor 5, 6

Finance Department

Accountant III 4

Assistant Chief Financial Officer 4

Budget Manager 5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

Buyer	4
Chief Financial Officer	1, 2
Controller	5
<u>Financial Analyst II</u>	<u>4</u>
<u>Interim Assistant Chief Financial Officer</u>	<u>1, 2</u>
<u>Management Accountant Auditor</u>	<u>4</u>
<u>Management Analyst II</u>	<u>4</u>
<u>Project Manager</u>	<u>4</u>
Purchasing Manager	4
Senior Manager, Internal Controls	4

Fire Department

Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Coordinator	5, 6
<u>Deputy Fire Marshal</u>	<u>5, 6</u>
EMS Coordinator	5
Emergency Services Manager	5
Fire Chief	1, 2
Fire Environmental Specialist I/II	6
<u>Plans Examiner II</u>	<u>5, 6</u>

Housing Department

Accounting Manager	1
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

~~Affordable Housing Program Manager~~ 1, 2

Compliance Services Manager 1, 2

Grants Coordinator 5

Homeless Assistance Program Coordinator 5, 6

Housing Contract Administrator 4

Housing Director 1, 2

~~Housing Engineer~~ 3, 5

Housing Financial Officer 1, 2

Housing Inspector 1, 2

Housing Maintenance Supervisor 5

Housing Modernization Superintendent 5

Housing Program Manager 6

Housing Program Supervisor 6

Housing Rehabilitation Program Manager 2, 3

~~Management Analyst I/II/III~~ 3

Human Resources Department

Assistant Director of Human Resources 5

Human Resources Director 1, 2

Human Resources Manager 5

Workers' Compensation Manager 5

Information Technology Department

~~Geographic Information Systems Coordinator~~ 5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Information Technology Director 5

Information Technology Systems Administrator 5

~~Network Services Coordinator 5~~

Systems Administrator 5

Police Department

Assistant Police Chief 1, 2

Community Affairs Manager 5

Police Chief 1, 2

Police Commander 5, 6

~~Police Financial Manager 5~~

~~Police Finance/Grants Manager 5~~

Police Records Manager 5

Public Safety Communications Manager 5

Public Works Department

Administrative Services Manager 1, 2

Assistant Public Works Director 1, 2

Call Center Manager 5

City Engineer 1, 2

Chief Operator 5

~~Construction & Maintenance Engineer 1, 2~~

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

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

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

Utilities Director	1, 2
Utilities Finance Officer	5
Utility Supervisor	1, 2
Wastewater Division Manager	2, 5, 6
Wastewater Infrastructure Manager	2, 5, 6
Wastewater Maintenance Manager	5
Wastewater Maintenance Supervisor	5
Wastewater Operations Manager	5
Water Division Manager	2, 5, 6
Water Programs Manager	5
Water Resources Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2
Measure “O” Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED****Miscellaneous**Consultants and New Positions²

1, 2

Acting Positions

Subject to the same disclosure as
position performed

Interim Positions

Subject to the same disclosure as
position performed

DISCLOSURE CATEGORIES

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

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

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

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

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

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

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

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

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

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



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: December 28, 2021

TO: Finance & Governance Committee

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Enterprise Resource Planning (ERP) Annual Report and Second Amendment to Kreative Core Technologies Corp Contract for ERP Project Management Services. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee:

- a. Receive the Enterprise Resource Planning (ERP) system annual report; and
- b. Recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$700,000 for a new not to exceed contract amount of \$900,000 and to extend the term from September 30, 2022, to February 1, 2023, for Project Management Services related to the Core Financials and Human Capital Management phases (HCM) of the City's multi-year ERP implementation.

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

BACKGROUND

The City currently uses CentralSquare (formerly Superion, formerly SunGard) HTE/NaviLine as its Enterprise Resource Planning (ERP) software that has been in place since 1992. This software supports financial, payroll, purchasing, utility billing and business licensing functions. Other than job postings and performance reviews for certain job classes (which are on NeoGov – an industry leading recruitment platform used by a significant number of government agencies), the City's human resources functions, including timesheets, were until recently all manual and paper-based. Functions within the Community Development Department including building, planning entitlement, and encroachment permitting activities are highly manual and paper-based. The City's permitting and land management functions were mostly manual and paper-based.

Between maintaining legacy processes, functional gaps in the software, and inadequate data extraction and reporting tools, City staff over the years developed more than 150 standalone shadow systems (mostly Microsoft Excel spreadsheets and Access databases) to store, manipulate, and analyze data. In October 2019 -- after several years of staff gathering requirements, issuing a request for proposals (RFP), evaluating proposals, and negotiating a contract -- the City Council decided to engage Tyler Technologies for its integrated ERP solution to replace existing software and manual processes. The Council later also retained Berry Dunn McNeil & Parker to provide program management and organizational change management consulting services.

The total estimated cost of this ERP implementation project (the "Project") was initially set at \$14,893,817, consisting of the Tyler contract for \$9,117,985 (including contingency) and additional implementation costs of \$5,775,832. Included in the additional implementation costs were project management services, business process design costs, and organizational change management consulting services.

The Project commenced in October 2019 and includes a number of phases and anticipated launch dates, with project launches rescheduled to the current plan:

<u>Launch Date</u>	<u>Phase</u>	<u>Status</u>
Sep 2020	ExecuTime, Time and Attendance	Complete
Aug 2021	BlueBeam, Plan Check	Complete
Jul 2022	Core Financials, All Financial Transactions	On Target
Jan 2023	Human Capital Management, Payroll, HR	On Target
Dec 2023	EnerGov, Community Development	Commencing 2022
Aug 2024	Utility Billing, Water/Sewer/Trash	Commencing 2023
May 2025	Enterprise Asset Management	Commencing 2024

A substantial amount of progress has taken place with regard to the Project since the last annual update provided to Council in February 2021. In August 2021, the City launched Bluebeam, an electronic plan check system, and much progress toward a July 1, 2022, launch of the Core Financials phase has been made. Finally, Human Capital Management is now well underway.

DISCUSSION

Configuring, testing, implementing and stabilizing a new ERP system is a complicated and challenging task for an organization of the size and complexity as the City of Oxnard. In order to resource the Project appropriately, Council approved additional resources that were included in the Project's initial cost estimate; first, Council approved staff recommendation for temporary and permanent staff positions in order to maintain existing services and to manage the significant incremental work involved, and second, Council approved new appropriations and contracts for expert external project management services. One of the new permanent positions approved by Council in the FY2021-22 budget is a new Assistant Chief Financial Officer that was filled in August 2021, and is 100% dedicated during FY2021-22 to the implementation of the Project's Core Financials phase.

The implementation of an ERP system requires an overhaul of almost all City processes and functions that will impact many residents, businesses, and staff. Every financial transaction is impacted, requiring that the City review, update and design new processes and policies utilizing new, modern, state of the art systems of controls and an infrastructure that enables improvements in internal controls and efficiency. In order to yield these benefits, the core system must be configured to match the needs of the City. Each customer of Tyler products configures its system in the way that meets its specific needs. No two cities operate in exactly the same way, and therefore, many thousands of individual decisions on how to organize and utilize the ERP system have and are being made.

Progress So Far

Electronic Timekeeping Complete; OPD Advanced Scheduling in the Works

In the Fall of 2020, the City launched Executime, an electronic time tracking system for all City staff to report their time and provide for online management review and approval, thus replacing paper time cards and manual payroll data entry. As the City worked towards implementation of the Executime Advanced Scheduling module, it became clear during testing that Oxnard's police patrol schedules are not supported by the system. The City has since evaluated software that is specific to police scheduling and is currently reviewing options

for alternate solutions.

Electronic Permit Processing Complete

Bluebeam, an online, electronic mapping and design sharing system was launched to the public in Summer 2021. Bluebeam allows an applicant to scan and send plans to the City and for staff to provide feedback electronically. Bluebeam saves the applicant a lot of time -- and therefore money -- during planning and development activities while also streamlining internal review and approval processes for City staff. Overall, the system is more efficient than the former manual process and allows for better customer and internal communication through automated email notifications, enabling City staff to provide better service through a modern approach to permit processing.

Core Financials in the Works

The Core Financials phase includes Purchasing (requisitions, purchase orders, contracts), Accounts Payable (receiving invoices and issuing payments), Accounts Receivable (billing for City fees and charges and processing payments), Project Management (accounting for capital improvements within the City's limit, and grant accounting), recording all financial transactions that result in monthly issuance of reports (balance sheet, cash flow, statement of government activities), and financial planning with its integrated budget projection and control tools.

Over the last year, staff have reviewed, documented and forensically dissected all financial ways of working and process flows. This current state assessment was vital to identifying how best to capitalize on the opportunities provided by Tyler Munis. More specifically, we have rebuilt the Chart of Accounts (the numbering system the City uses to categorize, record, monitor, and report on revenue and expenditures) to vastly improve speed and accuracy of reporting for auditors, City Council, residents and staff. Staff has simplified General Ledger account structures, grouping departments and program (formerly division) numbers together for clearer reading of budgets and financial information. There are improvements to credit card spend approval and transparency through integration with the issuing bank. We have enhanced vendor reporting to ensure adherence to City purchasing policies through centralized reporting and requiring all procurement activities be approved by the Purchasing Division electronically, with audit records tracking each action. We have begun testing of a new online vendor portal for vendor registration and provide viewing access to purchase orders, contracts, and payments. Staff has reviewed, refined and converted all relevant legacy vendor and customer information. Staff has completed a significant amount of system configuration for the City's decentralized revenue collection using one common system, negating the need for multiple manual processes and reconciliation steps. We have created new fee and charge codes to ensure more accurate and timely billing for City services, fees and fines. (This work excludes Utility Billing as that will be included in a separate ERP phase commencing in 2023.) Staff has configured a new Project Ledger module to provide real time project reporting and budgetary controls for all capital projects and grant funded activity. Finally, technical staff has enhanced the enforcement of segregation of duties through system access controls and made progress toward single sign on access controls to improve information access and security.

Human Capital Management in the Works

Human Capital Management (HCM) is a large phase encompassing all the functions and processes from recruitment through payment and termination of all 1,552 employees, recording and processing all benefit payments, employment taxes, retirement plan contributions, and implementing various bargaining unit memorandum of understanding (MOU) agreements in relation to employee pay and benefits. The HCM phase includes integration with leading industry learning and recruitment tools, enhancing the way the City can identify, nurture and retain talent for the benefit of the organization and its residents and customers. The HCM phase is currently developing a detailed project plan while undertaking current state analysis, documenting all current processes and procedures and identifying how best to utilize Munis functionality in order to improve

efficiency and accuracy.

Upcoming Milestones

Configuration of the Core Financials phase is anticipated to be mostly completed by the end of January 2022, with system testing anticipated to occur throughout the spring. Training plans and resources are currently being developed in order to ensure all staff who will use Munis receive the appropriate instructions at the right time. Most end users will be required to attend training specific to their job roles in the months of May and June to ensure the skills they learn are retained for go-live in July. This training is currently scheduled in person with appropriate Covid distancing but we are developing a backup plan in case of a Covid wave in the spring. Additionally, staff anticipates bringing changes to the City's procurement ordinance before the Finance and Governance Committee and City Council in the coming months; some of these changes can be made to retain or even enhance controls and efficiency of operations given the opportunities afforded by the implementation of Munis. Finally, staff will prepare the budget for FY2022-23 in a similar manner to previous budgeting cycles using the legacy system (HTE); after adoption of the FY2022-23 budget, staff will convert the budget from the legacy system coding to the new Munis account numbers.

In Human Capital Management, over the next twelve months, staff, job classifications, rates of pay, benefits, retirement contracts and many other data points will be converted and added to the new system in order to test and run parallel payroll runs, ensuring that the City is prepared to launch and fully integrate HCM to Core Financials in January 2023. During the period of Core Financials being live and HCM in development, the City will continue to use its legacy system, HTE, to perform all payroll calculations, payments and benefit calculations, taking that information and translating it into the appropriate Munis accounting codes such that all activity will be reportable and managed against the adopted budget that will be held in Munis.

Project Management

Originally, the City hired an employee to manage this Project, and Berry Dunn eventually took over this role. In that time, a significant amount of work -- as detailed above -- has been completed by City staff with the support of Berry Dunn. Toward the end of Summer 2021, it became increasingly clear, however, that progress had slowed and there was a need to review the City's project management approach. The City's ERP Core Team (consisting of the Deputy City Manager, Human Resources Director, Assistant Human Resources Director, Chief Financial Officer, Assistant Chief Financial Officer, and two IT Managers) unanimously agreed to hire an independent company to review progress to date and make recommendations.

Kreative Core Technologies Corp. (Kreative) specializes in project management services for ERP applications and has implemented Tyler products, including Munis, across a number of municipalities similar to the City of Oxnard. In September 2021, the City entered into a contract not to exceed \$25,000 for Kreative to provide a current state assessment (Assessment) of the City's planning for ERP implementation and identify scope of work for the successful implementation, stabilization, and adoption of the ERP system on time and within budget. Kreative completed its Assessment on October 4, 2021, and presented findings to the City ERP Core Team. The ERP Core Team recommended a first amendment to the existing contract, not to exceed \$200,000, to enable Kreative to assist the City with project management services and avoid delays to the Core Financials phase of the ERP project scheduled to go live in July 2022.

In accordance with the terms of the first amendment, Kreative is supporting two critical phases of the ERP implementation by providing two full-time project managers, overseen by a Senior Project Manager. Staff recommends that Kreative continue to provide project management services for the Core Financials and HCM phases of the Project to ensure continuity of resources and in response to the significant progress that has been made since the commencement of Kreative's project management in October 2021.

Furthermore, staff anticipates that pending the successful results and expected delivery of Core Financials and

HCM, a recommendation to further amend the Kreative contract may be forthcoming. The City will need expert project management services to implement the next three phases of the ERP (EnerGov Community Development, Enterprise Asset Management, and Utility Billing). A project of this size, complexity and time span will shift in accordance with the evolving needs of the City, and staff will continue to monitor and adjust plans in accordance with the best possible course of action at the time.

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 ERP Project was budgeted at \$14.9 million for all five phases. To date \$3.6 million has been expended, with a further \$2.1 million encumbered from FY2021-22 budget. There are sufficient appropriations in the FY2021-22 budget to cover anticipated expenses. Future budgets will include the appropriations necessary to cover anticipated costs of completing the project phases planned for those fiscal years.

The proposed second amendment to the consulting services agreement with Kreative for Core Financials and HCM project management services has a not-to-exceed amount of \$900,000 spanning approximately 18 months. The total cost will be funded through the existing project budget, utilizing savings from the reduced Berry Dunn contract and through reduced consulting hours within the existing Tyler contract.

There is sufficient funding in the FY2021-22 ERP project budget (Fund 316 Lease Revenue Refunding Bonds, Project 207302) to cover the Kreative costs anticipated for FY 2021-22. Future proposed budgets will request appropriation authority as necessary.

Prepared by: Mark Sewell, Assistant Chief Financial Officer, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Kreative Core Agreement
2. Kreative Core First Amendment
3. Kreative Core Second Amendment
4. Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 13, 2021
- (2) Consultant: Kreative Core Technologies INC., a Texas Corporation, EIN 82-5240300
- (3) Services: Provide Current State Assessment of the City of Oxnard's Planning for Enterprise Resource Planning (ERP) Implementation, and Identify Scope of Work for the Successful Implementation, Stabilization and Adoption of the ERP On Time and to Current Budget.
- (4) Schedule of Services: The services must be completed within [21] calendar days of the Agreement Start Date listed above. See Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: October 4, 2021
- (6) Total Agreement Amount: Not to Exceed \$21,000 for all Services
- (7) City's Project Manager: Mark Sewell, Assistant Financial Officer
- (8) Consultant's Project Manager: Andy Bhatnagar
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Kreative Core Technologies
14762 Kemps Landing,
Frisco, TX 75035

FOR CITY:

Finance Department
City Hall
300 W Third St.
Oxnard, CA, 93030

Attn: , Andy Bhatnagar

Attn: , Mark Sewell, ACFO

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Andy Bhatnagar

abhatnagar@xylemcore.com

CITY'S PROJECT MANAGER:

Mark Sewell

Mark Sewell@Oxnard.org



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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. 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.

c. 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.

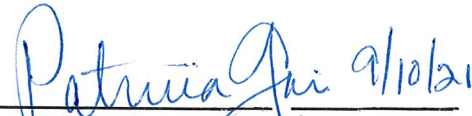
36. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed 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, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☒ Patricia Garcia, Buyer

KREATIVE CORE TECHNOLOGIES

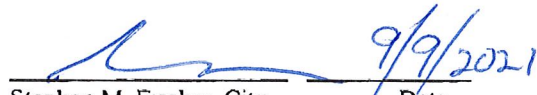

 Richie Ralhan, Director² _____ Date 9/8/21

 Andy Bhatnagar _____ Date 9/8/21

ATTEST:

N/A _____ Date
 Rose Chaparro, City
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:


 Stephen M. Fischer, City
 Attorney (always required) _____ Date 9/9/2021

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

- A. Remote Work to be Completed
 - i. Review the documentation that are available for the project
 - ii. Review the Current project plan
 - iii. Review the Current Scope of Work
 - iv. Review and analyze the current state
 - v. Meet with Tyler Project Management Team
- B. Onsite Work to be Completed
 - i. Meet and greet Oxnard team members
 - ii. Review the Project Organizational structure
 - iii. Interview stakeholders
 - iv. Meet with IT to review the IT goal and strategy around ERP
 - v. Create Draft Resource plan (SME / Others) and project manager involvement requirements to include estimate of ongoing resources required. Bhatnagar
 - vi. Review the above with City's Assistant Chief Financial Officer.
 - vii. Conclude and Complete Recommended Resource plan (SME / Others) and project manager involvement requirements.
- C. Conclude the Assessment (Offsite)
 - i. Present Recommended Project to City ERP Steering Team and Take Feedback
 - ii. Make Final Revisions and Submit Final, Costed and Phased Project Management Plan in the Form of a Written Report.

Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

Consultant shall adhere to all Federal, State and Local mandates regarding COVID-19 protocols, including and not limited to wearing a mask as directed while present at City Hall or other City locations.

Draft and Final Project Management Plans shall provide sufficient detail and supporting analysis to justify recommendations and include best practice project management techniques and tools to effectively communicate rationale for why and how recommendations have been generated.

RATES AND COSTS EXHIBIT

Consultant shall provide weekly accounting and tasks and timings to City Project Manager using an excel spreadsheet. This reporting shall be provided on the Monday morning following the prior week's tasks

Consultant shall provide one invoice once all services have been completed and full written report has been submitted to City

City requires Andy Bhatnagar to act as primary consultant for this project and shall require its written and explicit approval of any substitutions during the term of this agreement.

Consultant shall be compensated at an hourly rate of \$175.00 or part thereof, with a not to exceed limit of \$21,000.

Consultant shall track time at lowest of ¼ hour increments.

Reasonable travel expenses will be reimbursed not to exceed \$4,000 and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

INSURANCE EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2021

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

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

PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: <table border="1"> <tr> <td>PHONE (A/C, No, Ext):</td> <td>(888) 925-3137</td> <td>FAX (A/C, No):</td> <td>(888) 443-6112</td> </tr> </table> E-MAIL ADDRESS: 	PHONE (A/C, No, Ext):	(888) 925-3137	FAX (A/C, No):	(888) 443-6112																	
PHONE (A/C, No, Ext):	(888) 925-3137	FAX (A/C, No):	(888) 443-6112																			
INSURED Kreative Core Technologies Inc 14762 KEMPS LDG FRISCO TX 75035-0701	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> <tr> <td>INSURER A :</td><td>Hartford Underwriters Insurance Company</td><td>30104</td></tr> <tr> <td>INSURER B :</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td>INSURER C :</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Underwriters Insurance Company	30104	INSURER B :	Hartford Fire Insurance Company	19682	INSURER C :	Hartford Casualty Insurance Company	29424	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			76 SBU AN2SY4	09/09/2021	09/09/2022	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	OCCUR CLAIMS-MADE						AGGREGATE	
	DED RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG AN2SYH	09/09/2021	09/09/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE -EA EMPLOYEE	\$1,000,000
			X				E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	FailSafe Technology Errors or Omissions Liability			76 SBU AN2SY4	09/09/2021	09/09/2022	Each Wrongful Act Aggregate Limit	\$500,000 \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CITY OF OXNARD
 Attn: Insurance Compliance
 Reference No. _____
 PO Box 100085 - OX
 DULUTH GA 30096-9302

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

Susan L. Castaneda

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Re: Insurance

1 message

Pacheco, Amelia <amelia.pacheco@oxnard.org>

Wed, Sep 8, 2021 at 5:13 PM

To: "More, Mike" <mike.more@oxnard.org>

Cc: "Sewell, Mark" <mark.sewell@oxnard.org>

Will do, thank you.

Amelia Pacheco | Human Resources Technician

Human Resources Department

300 W Third St. | Oxnard, CA 93030

T: 805-385-7470 | F: 805-385-7455

www.Oxnard.org

cid:image001.png@01D2AC98.FC53C300

On Wed, Sep 8, 2021 at 5:04 PM More, Mike <mike.more@oxnard.org> wrote:

Amelia:

Please contact the number on the cover page to get the additional insured endorsement for general liability and waiver of subrogation for workers compensation. I think that is all we need at this point. Thanks,

Michael More | Human Resources Manager/Risk Manager

Human Resources Department

300 W Third Street | Oxnard, CA 93030

O: 805-385-7480 | F: 805-385-8352

www.oxnard.org

cid:image001.png@01D2AC98.FC53C300

CONFIDENTIALITY NOTICE: This communication including attachments may be confidential and privileged. The information is intended for the sole use of the addressee(s). If you are not the intended recipient, you are advised that any disclosure, copying, distribution, use or taking of any action in reliance upon this communication is strictly prohibited. If you have received this communication in error, please notify me by electronic mail or by telephone immediately and delete this communication including any attachments. Thank you.

On Wed, Sep 8, 2021 at 4:59 PM Sewell, Mark <mark.sewell@oxnard.org> wrote:

Please can you review this insurance?

it is a priority to process as part of a contract for ERP... (the one i reached out about earlier) - thanks!

Mark

----- Forwarded message -----

From: **Andy bhatnagar** <abhatnagar@xylemcore.com>

Date: Wed, Sep 8, 2021 at 4:57 PM

Subject: Insurance

To: Mark Sewell <mark.sewell@oxnard.org>, Shiri Klima <shiri.klima@oxnard.org>

Hi Mark and Shiri,

Attached is the proof of insurance requested by city of Oxnard.



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

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):**
- ☐ **Cooperative Procurement/Piggy-Back Agreement**
- ☐ **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 & Vendor: # **Kreative Core Technologies Inc. #23820**

Requisition No. (Please contact Purchasing if you require assistance): # **5686**
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 Manager/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.
 - ☐ **Cooperative Agreement:** Multi-State agreements for supplies and services available for use by State and local Government agencies. **Please state source/contract #** _____
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.



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

4. Please provide a written explanation of justification for this product/service below:

The City of Oxnard is investing millions of dollars in a new ERP system that will revolutionize how the City will operate for many years. In order to maximize its investment, the City took a decision to budget for external project management services in order to implement the system on time and to budget, utilizing the product in a way that works best for City of Oxnard. The Core Financials phase of the project is due to go live in July 2022, with a lot of work still to do in order to meet this deadline. City leadership wishes to bring new project management on board. Andy Bhatnager, of Kreative Core Technologies is highly experienced in delivering Munis ERP systems as project manager and is available to start immediately thereby reducing the risk of delay to the project that could otherwise exist if a full RFP/Q process were to be undertaken.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year:22	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	up to \$25,000			
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	up to \$25,000			

6. Period of Performance:

From:	9/13/21	To:	10/04/21	Or	One-Time Purchase
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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: Finance

Requestor Name (Print Name): Mark Sewell

Authorized **Department Director** or ~~designee~~: Betsy George

9/7/21

Please print

/ Sign name

Date:

Below to be processed by Purchasing:



Approved or



Denied

Notes:

Purchasing Buyer: Patricia Garcia

Up to \$25,000

Please Print

/ Patricia Garcia Please Sign

Date: 9/7/21

Purchasing Manager: Daniel Willhite

Up to \$100,000

Please Print

/ Please Sign

Date:

City Manager: Alexander Nguyen

Up to \$200,000

Please Print

/ Please Sign

Date:

*Over \$200,000.01 will be approved by Purchasing Agent after Council approval.

Tentative Council Date: N/A

Tracking number assigned by the Purchasing Department only.

Tracking #	21-91	Not to Exceed Amount:	\$ 25,000 —	FY:	21-22
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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this fifth day of October, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, (“Consultant”). This First Amendment amends the Agreement entered into on September 13th, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “September 30, 2022.”
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to “Not to Exceed \$200,000 (Two Hundred Thousand) for all Services.”
3. The following is attached hereto and incorporated herein by this reference into the Agreement: [Enter name of newly attached exhibit] Exhibit.
4. The reference to the Scope of Work Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of October 5, 2021 Exhibit. The Scope of Work Exhibit is hereby disincorporated; instead, the Scope of Work as of October 5, 2021 Exhibit is attached hereto and incorporated herein by this reference.
5. 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 add also the Rates and Costs as of October 5, 2021 Exhibit. The Rates and Costs as of October 5, 2021, Exhibit is attached hereto and incorporated herein by this reference.
6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor¹ _____ Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

n/a
 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

[Signature] 11/15/2021
 Stephen M. Fischer, City _____ Date
 Attorney (always required)

KREATIVE CORE TECHNOLOGIES CORP

[Signature] _____ 11/15/2021

Richie Ralhan, CEO² _____ Date

[Signature] _____ 11/15/2021
 Andy Bhatnagar, _____ 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.

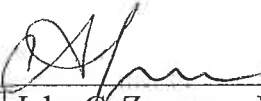
² The City requires the following for any contract:

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

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

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

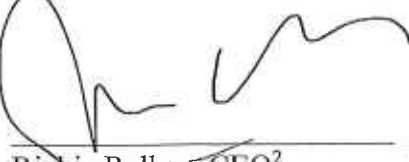
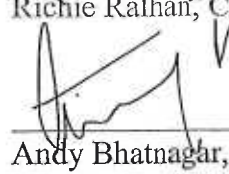
CITY OF OXNARD


☐ John C. Zaragoza, Mayor¹ 11/19/2021 Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

KREATIVE CORE TECHNOLOGIES CORP


 Richie Ralhan, CEO² 11/15/2021 Date

 Andy Bhatnagar, 11/15/2021 Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required) 11/15/2021 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.

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 WORK AS OF OCTOBER 5, 2021 EXHIBIT

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials and HCM
- B. Provide Business Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- C. Provide project management services to the City IT team to ensure all conversions, interfaces and imports associated with Munis implementation are successful.
- D. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- E. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- F. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- G. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- H. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- I. Ensure adequate time is allocated for product testing, including User acceptance Testing and reporting functions to enable the City to yield immediate and positive returns on its significant investment.
- J. Ensure attendance in meetings, including on-site presence on as needed basis, until June 2022, whereby more onsite attendance may be required as part of preparation for go live in July 2022, and stabilization immediately following launch.
- K. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Kreative Core Technologies employees.
- L. Ensure all the Kreative Core Technologies' Project Managers have the PMP from PMI Institute or similar certification or experience.
- M. Kreative Core Technologies will provide incremental / progressive status report for Tyler Munis Core Financials and HCM phase on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

- N. Kreative Core Technologies (KCT) will provide IT support on as needed basis, subject to the availability of the KCT technical resources.
- O. City reserves the right to meet Project Managers for Finance and HCM phases and agree to their participation in the project.
- P. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.
- Q. KCT will provide the Project Management resources within 30 days from the contract approval date. Until additional PM resources are onboarded, Andy Bhatnagar may support the project on a full-time basis.
- R. Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.
- S. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.
- T. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

RATES AND COSTS AS OF OCTOBER 5, 2021 EXHIBIT

Consultant shall provide weekly accounting and tasks and timings to City Project Manager using an Excel spreadsheet. This reporting shall be provided on the Monday morning following the prior week's tasks.

Consultant shall provide one invoice once all services have been completed and full written report has been submitted to City.

Standard Resources:

Snr Project Manager:	Andy Bhatnagar:	\$175.00 per hour, Est 25 hours/week
Project Manager - Finance	TBC:	\$125.00 per hour, Est 40 hours/week
Project Manager - HCM	TBC:	\$125.00 per hour, Est 40 hours/ week

***Written City Approval will be required if additional hours are required for the successful implementation.*

IT On-Call Support (requiring written preapproval by City Chief Information Officer or designee):

Technical Specialist for conversion	\$200 per hour
Technical Specialist for Integrations (API)	\$225 hour
Technical Specialist for flat file Integrations	\$195 per hour

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this eighteenth day of January, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472, (“Consultant”). This Second Amendment amends the Agreement entered into on September 13, 2021, by City and Consultant. The Agreement previously has been amended on October 5, 2021, by a First Amendment.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “February 1, 2023.”
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to “Not to Exceed \$900,000 (Nine Hundred Thousand Dollars) for all Services.”
3. The reference to the Scope of Work Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Work as of January 18, 2022 Exhibit. The Scope of Work Exhibit is hereby disincorporated; instead, the Scope of Work as of January 18, 2022 Exhibit is attached hereto and incorporated herein by this reference.
4. 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 add also the Rates and Costs as of January 18, 2022 Exhibit. The Rates and Costs as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

KREATIVE CORE TECHNOLOGIES CORP

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

Richie Ralhan, CEO² _____ Date

Andy Bhatnagar _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF WORK AS OF JANUARY 18, 2022 EXHIBIT

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials and Human Capital Management (HCM).
- B. Provide Business Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- C. Provide project management services to the City IT team to ensure all conversions, interfaces and imports associated with Munis implementation are successful.
- D. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- E. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- F. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- G. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- H. Work with City Organization Change Management (OCM) teams, providing insight and best practices to develop training and learning opportunities while testing the system configuration.
- I. Ensure adequate time is allocated for product testing, including User acceptance Testing and reporting functions to enable the City to yield immediate and positive returns on its significant investment.
- J. Ensure attendance in meetings, including on-site presence on as needed basis, , whereby more onsite attendance may be required as part of preparation for go live for the Core Financial and Human Capital Management phases in July 2022, and January 2023 respectively, including stabilization immediately following launch.
- K. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Kreative Core Technologies employees.
- L. Ensure all the Kreative Core Technologies' Project Managers have the PMP from PMI Institute or similar certification or experience.
- M. Kreative Core Technologies will provide incremental / progressive status report for Tyler Munis Core Financials, Human Capital Management, and other phases as mutually agreed

on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

- N. Kreative Core Technologies (KCT) will provide IT support on as needed basis, subject to the availability of the KCT technical resources.
- O. City reserves the right to meet Project Managers for Finance and HCM phases and agree to their participation in the project.
- P. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.
- Q. Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.
- R. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.
- S. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

RATES AND COSTS AS OF JANUARY 18, 2022 EXHIBIT

Consultant shall provide one invoice every two weeks per phase with all labor and materials supported with approved timecards.

Standard Resources:

Snr Project Manager:	Andy Bhatnagar:	\$175.00 per hour, Est 25 hours/week
Project Manager - Finance	TBC:	\$125.00 per hour, Est 40 hours/week
Project Manager - HCM	TBC:	\$125.00 per hour, Est 40 hours/ week

***Written City Approval will be required if additional hours are required for the successful implementation.*

IT On-Call Support (requiring written preapproval by City Chief Information Officer or designee):

Technical Specialist for conversion	\$200 per hour
Technical Specialist for Integrations (API)	\$225 per hour
Technical Specialist for flat file Integrations	\$195 per hour

Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip and subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

Forecast Costs:

Project Assessment – Completed October 2021	\$ 23,082
Core Financials /Human Capital Management Phases	\$ 800,000
IT Support / Contingency / Travel	\$ 76,918
Total Contract Value (Not to Exceed)	\$ 900,000

ERP Annual Report and Second Amendment to Kreative Core Contract

Finance and Governance Committee

December 28, 2021

Shiri Klima, Deputy City Manager

Mark Sewell, Assistant Chief Financial Officer

That the Finance and Governance Committee:

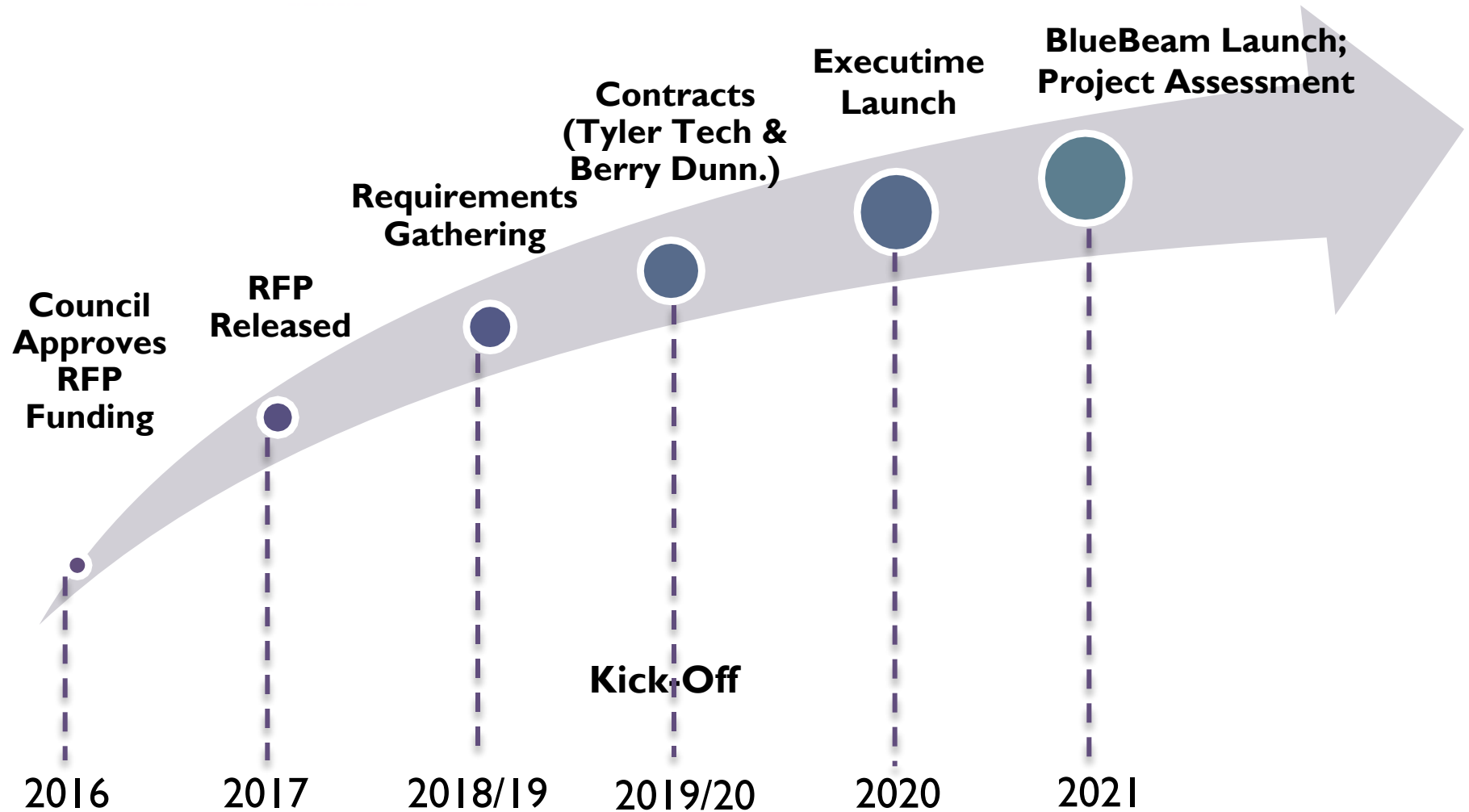
A: Receive and file the Enterprise Resource Planning (ERP) system annual report; and

B: Recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$700,000 for a new not to exceed contract amount of \$900,000 and to extend the term from September 30, 2022, to February 1, 2023, for Project Management Services related to the Core Financials and Human Capital Management phases (HCM) of the City's multi-year ERP implementation.

Separate technology systems that provide the foundational framework for nearly all City functions such as:

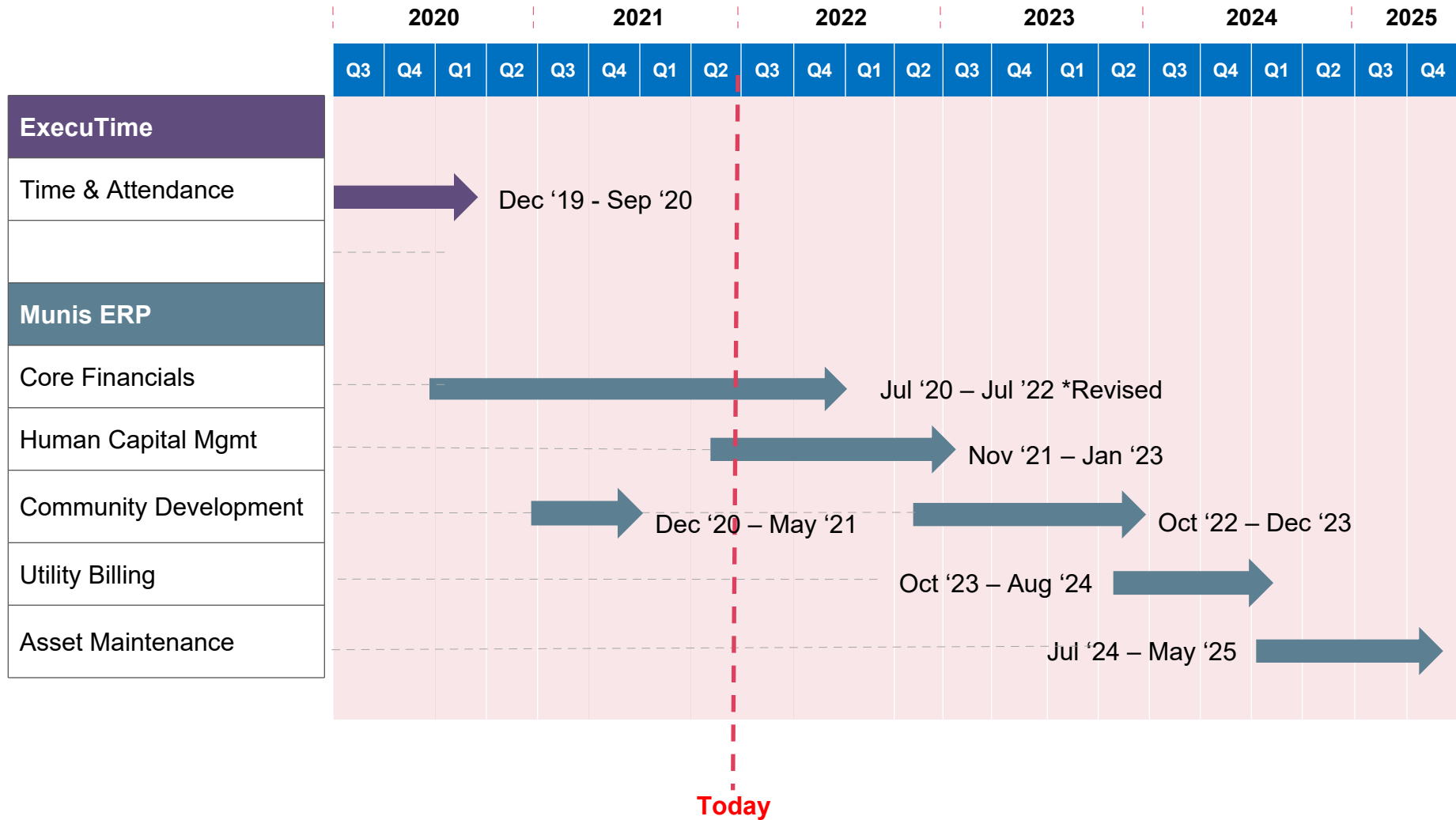
- Timekeeping
- Human Resources
- Payroll
- Budgeting
- Financial Reporting
- Grant Management
- Capital Project Management
- Community Development
- Utility Billing
- Asset Maintenance

The ERP integrates these functions so they “speak to each other”



FIVE YEAR PROJECT TIMELINE

5



Phase/Module	Description	Began	Go-Live
ExecuTime Time & Attendance	Electronic timekeeping: •Employees enter time •Supervisors approve •Employees request time off	Dec. 2019	Sept. 2020

Achievements:

- Eliminated Paper Timesheets
- All 1500+ City employees using ExecuTime

Challenges:

- Determined ExecuTime not the right fit for the Police Department Advanced Scheduling needs

Phase/Module	Description	Began	Go-Live
BlueBeam	Enables architects, engineers & contractors to conduct electronic design reviews, document and drawing management, submittal reviews and mark-ups of submitted plans	Dec. 2020	Aug. 2021

Achievements

- Online Plan Sharing.
- Faster Processing Times.
- Positive Feedback from Development Community.

Phase/Module	Description	Began	Go-Live
Core Financials	Includes contracts management, capital assets, the general ledger, procurement, revenue collection, cash management, budget, etc.	Jul. 2020	Initially Feb. 2022 Revised: July 2022

Progress

- Loaded simpler, easier to understand account codes.
- Created new electronic approval processes.
- Vendor and customer data conversion from legacy system.
- Links to bank account for faster review of P-Card spends
- Designed and configured procurement, revenue, cash collection

Phase/Module	Description	Began	Go-Live
Human Capital Management	Simplify HR and payroll processes, integrate all City employee data—from recruitment, compensation, retention, training, development to retirement—in one system	Nov. 2021	Jan. 2023

Progress

- Created Detailed Project Plan
- Analyzing current systems used within HR and Payroll.
- Gathering and reviewing current processes.
- Preparing Data for use within Munis.

- City Council approved professional services contract for with BerryDunn in June 2020 for program management and organizational change management consulting
- City hired employee project manager; Berry Dunn eventually took over this role
- Progress on Core Financials phase slowed by summer of 2021
- Kreative Core Technologies contracted to perform a project assessment in September 2021
 - Original Contract: not to exceed \$25,000
- Staff agreed with all recommendations to bring Core Financials back on track for July 2022 launch

- Successful recent Tyler implementations at similar cities
- Certified project managers dedicated 100% to Core Financials
- Staff entered into a contract to provide project management services for Core Financials and HCM phases
 - First Amendment: not to exceed \$200,000
- Project is now back on track for July 2022 Core Financials launch
- Staff recommends amendment for project management services through Core Financial and HCM phases
 - Second Amendment: not to exceed \$900,000
- In the future, we will need further project management services for 3 more phases: EnerGov Community Development, Enterprise Asset Management, and Utility Billing

That the Finance and Governance Committee:

A: Receive and file the Enterprise Resource Planning (ERP) system annual report; and

B: Recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$700,000 for a new not to exceed contract amount of \$900,000 and to extend the term from September 30, 2022, to February 1, 2023, for Project Management Services related to the Core Financials and Human Capital Management phases (HCM) of the City's multi-year ERP implementation.





FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: December 28, 2021

TO: Finance & Governance Committee

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Seventh Annual Recognized Obligation Payment Schedule 2022-2023. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend that the Community Development Commission Successor Agency adopt a Resolution approving the Seventh Annual Recognized Obligation Payment Schedule (ROPS) 22-23 covering the period of July 1, 2022 - June 30, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/KUMGFj3ZFJg>

BACKGROUND

As part of the 2011 Budget Act, and to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in California were officially dissolved. As a result of eliminating RDAs, property tax revenues are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA), which manages redevelopment projects currently underway, makes payments on enforceable obligations, and disposes of redevelopment assets and properties. In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107 and beginning on July 1, 2018, all OB's in the County were consolidated into one OB, the Ventura County Consolidated Oversight Board (County OB). The 7-member County OB is comprised of representatives of the local agencies from Ventura County cities, special districts, K-14 educational agencies. The County OB members have a fiduciary responsibility to holders of enforceable obligations and the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Pursuant to California Health and Safety Code Section 34177(l)(1), the City, as SA to the former Oxnard Community Development Commission, is required to prepare an annual ROPS, documenting the enforceable obligations of the former RDA for the coming fiscal year. This ROPS covers the period July 1, 2022, through June 30, 2023 (ROPS 22-23) and, per California Health and Safety Code Section 34177(m), must be submitted to the California Department of Finance (DOF) after approval by the County OB, no later than February 1, 2022.

The ROPS 22-23 period totals \$10,074,694 in SA enforceable obligations. These obligations include bond debt service, developer agreement payments, special tax district assessment, property tax analysis agreements, and contracts enforceable by the SA.

The majority of the SA's ROPS 22-23 enforceable obligations, approximately \$5.8 million, come from the debt service from the bonds issued by the former RDA in prior years, before the dissolution of redevelopment in the City.

Two notable changes on this year's ROPS include the HERO Riverpark Owner Participation Agreement (OPA) payments and the Downtown Theater Lease Guaranty:

Riverpark Affordable Housing and Public Infrastructure - ROPS Items # 24 and 40

In accordance with the September 28, 2010, Memorandum of Understanding (MOU) to the OPA between the Oxnard SA and the Riverpark developers, property tax consultant HdL Coren and Cone (HdL) was retained to determine the amount of the affordable housing and public infrastructure payments due each fiscal year. These payments are tied to property tax values and property tax sharing. The affordable housing payment is listed under Item 24, and the public infrastructure payment is listed under Item 40 on the attached ROPS form (Attachment 2).

Upon further analysis of the MOU and OPA by staff and HdL, it was determined that the termination dates of both of these payments, November 19, 2032 (Item 24) and July 27, 2035 (Item 40), should both be updated to June 30, 2036. The MOU outlines the term as thirty (30) years from the Commencement Date, which is August 25, 2006, and not the date of when the OPA or its amendments were executed. As a result of the allocation process dictated by redevelopment dissolution, the effective date of the termination of the payments is June 30, 2036, the end of fiscal year 2035-36.

The change in termination dates has no impact on this year's ROPS obligation but rather extends the termination dates of the Riverpark OPA payments. The revised total outstanding obligations for Item 24 and Item 40 is now approximately \$10.2 million and \$22 million, respectively, up from the previously reported figures of \$8.9 million and \$19.5 million from the prior year's ROPS.

Downtown Theater Lease Guaranty - ROPS Item #52

This year's annual ROPS also includes a change to the Oxnard SA's obligation to the Downtown Theater Lease Guaranty (Guaranty). The Guaranty, first entered into in April 2004, provides that the Oxnard SA, as Guarantor, agrees to the payment "of all amounts payable by Tenant to Lender pursuant to the Lease and/or Deposit Agreement for Minimum Monthly Rent and Triple Net Charges." This obligation is listed under Item 52 in Attachment 2.

The Guaranty specifies that the lease guaranty payments continue until twenty-five (25) years after the Rent Commencement Date. Previous ROPS reported a Guaranty termination date of November 26, 2025, which would mean that the Rent Commencement Date would have been November 26, 2000. Upon examination by legal counsel, the Rent Commencement Date was determined to be November 26, 2005, when the theater operator first requested a lease guaranty payment, instead of November 26, 2000.

The change in date effectively pushes back the Guaranty termination date from the previously reported date of November 26, 2025, to November 26, 2030.

The change in the termination date has no impact on this year's ROPS obligation but rather extends the

termination date of the Guaranty. The revised total outstanding obligation for Item 52 is now approximately \$12.7 million, up from the previously reported figure of \$5.5 million from the prior year's ROPS.

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 General Fund is not responsible for any of these enforceable obligations, including the corrections to the Riverpark and Guaranty termination dates.

Approval of the Seventh Annual ROPS 22-23 will facilitate the ability of the SA to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the ROPS 22-23 on time.

The Seventh Annual ROPS 22-23 must be submitted to the DOF by February 1, 2022. If this deadline is not met, the City is subject to a civil penalty of \$10,000 every day that a SA is past due on submission.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Oxnard ROPS 22-23 SA Resolution.v2
2. ROPS 2022-23 Form
3. ROPS 22-23 Presentation

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY ADOPTING A SEVENTH
ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(ROPS 22-23) FOR JULY 1, 2022 – JUNE 30, 2023

WHEREAS, Assembly Bill x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule (“ROPS”) must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance’s revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June

30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, on February 24, 2015 a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015 through December 31, 2015; and

WHEREAS, on September 1, 2015 a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016 through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015 and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provides that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016 the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, on January 24, 2017 the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017 through June 30, 2018; and

WHEREAS, on January 23, 2018 the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018 through June 30, 2019; and

WHEREAS, on September 11, 2018 an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019 through June 30, 2019; and

WHEREAS, on January 8, 2019 the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019 through June 30, 2020; and

WHEREAS, on January 7, 2020 the Fifth Annual ROPS (20-21) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, on September 1, 2020 an amended Fifth Annual ROPS (20-21B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2021 through June 30, 2021; and

WHEREAS, on January 19, 2021 a Sixth Annual ROPS (21-22) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, on January 18, 2022 the Successor Agency was presented the proposed Seventh Annual ROPS (22-23) which identifies each enforceable obligation on which payments will be required during the period of July 1, 2022 through June 30, 2023.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairman

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary Designate

Stephen M. Fischer, General Counsel

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Oxnard

County: Ventura

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 2,659,552	\$ -	\$ 2,659,552
B Bond Proceeds	-	-	-
C Reserve Balance	2,588,988	-	2,588,988
D Other Funds	70,564	-	70,564
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,068,542	\$ 5,346,600	\$ 7,415,142
F RPTTF	1,981,042	5,259,100	7,240,142
G Administrative RPTTF	87,500	87,500	175,000
H Current Period Enforceable Obligations (A+E)	\$ 4,728,094	\$ 5,346,600	\$ 10,074,694

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Oxnard
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$85,682,837		\$10,074,694	\$-	\$2,588,988	\$70,564	\$1,981,042	\$87,500	\$4,728,094	\$-	\$-	\$-	\$5,259,100	\$87,500	\$5,346,600
1	CCRP Tax Allocation Refunding Bond 2004	Bonds Issued On or Before 12/31/10	04/13/2004	09/01/2026	Wells Fargo/ Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	5,963,241	N	\$2,309,364	-	1,090,276	-	-	-	\$1,090,276	-	-	-	1,219,088	-	\$1,219,088
2	CCRP Assessment District Payment	Property Maintenance	07/01/2006	06/30/2023	Ox. Downtown Mgmt District	Property Based Improvement District Payment	CCRP	8,000	N	\$8,000	-	-	-	4,000	-	\$4,000	-	-	-	4,000	-	\$4,000
10	Project Management	Project Management Costs	01/01/2014	06/30/2023	City Community Development	Property management, project management and inspection	Central City Revitalization Project	6,200	N	\$6,200	-	-	-	6,200	-	\$6,200	-	-	-	-	-	\$-
15	Project Management	Project Management Costs	01/01/2014	06/30/2023	City Community Development	Property management, project management and inspection	Downtown	10,000	N	\$10,000	-	-	-	10,000	-	\$10,000	-	-	-	-	-	\$-
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo/ Finance	Street Reconstruction Projects; including debt management costs	HERO	13,556,868	N	\$1,356,422	-	572,190	-	-	-	\$572,190	-	-	-	784,232	-	\$784,232
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	06/17/2008	09/01/2038	Wells Fargo/ Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	13,575,941	N	\$1,208,362	-	501,944	-	-	-	\$501,944	-	-	-	706,418	-	\$706,418
24	HERO RiverPark	OPA/DDA/ Construction	05/18/2010	06/30/2036	U.S. Bank, NA	Affordable Housing	HERO	10,170,000	N	\$669,400	-	-	70,564	264,136	-	\$334,700	-	-	-	334,700	-	\$334,700
38	Contracts and services	Professional Services	12/12/2011	06/30/2023	HDL Coren and Cone	Property Tax and Tax	HERO	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						Increment Preparation																
40	HERO RiverPark MOU to OPA	OPA/DDA/ Construction	09/26/ 2010	06/30/2036	U.S. Bank, NA	Infrastructure reimbursement payments per MOU to OPA	HERO	21,930,000	N	\$1,470,612	-	-	-	735,306	-	\$735,306	-	-	-	735,306	-	\$735,306
44	Project Management	Project Management Costs	01/01/ 2014	06/30/2023	City Employees	Property management, project management and inspection	HERO	8,000	N	\$8,000	-	-	-	8,000	-	\$8,000	-	-	-	-	-	\$-
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/ 31/10	12/13/ 2006	09/01/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	4,768,646	N	\$615,542	-	271,114	-	-	-	\$271,114	-	-	-	344,428	-	\$344,428
49	Project Management	Project Management Costs	01/01/ 2014	06/30/2023	City Employees	Property management, project management and inspection	Ormond Beach	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/ 31/10	12/13/ 2006	09/01/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	2,723,341	N	\$350,992	-	153,464	-	-	-	\$153,464	-	-	-	197,528	-	\$197,528
51	Project Management	Project Management Costs	01/01/ 2014	06/30/2023	City Employees	Property management, project management and inspection	Southwinds	5,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/ Construction	11/26/ 2003	11/26/2030	Oxnard Theater Group	*Downtown Theater lease guarantee payment	CCRP/DT	12,717,600	N	\$1,816,800	-	-	-	908,400	-	\$908,400	-	-	-	908,400	-	\$908,400
58	Contracts and Services	Property Maintenance	02/01/ 2009	06/30/2023	R.A. Atmore & Sons	Weed Abatement	CCRP/DT/ OB	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
63	Trustee Services	Fees	01/01/ 2014	06/30/2023	Wells Fargo Bank	Debt service administration for bond issues	CCRP/ HERO/SW/ Ormond	10,000	N	\$10,000	-	-	-	10,000	-	\$10,000	-	-	-	-	-	\$-
98	Litigation for Future Legal Costs	Litigation	01/01/ 2003	06/30/2023	Kane, Ballmer, and Berkman	Agency Legal Counsel	All	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
101	Disposition of Successor Agency Property	Property Dispositions	01/01/ 2017	06/30/2023	Kane, Ballmer, and Berkman	Agency Legal Counsel		50,000	N	\$50,000	-	-	-	25,000	-	\$25,000	-	-	-	25,000	-	\$25,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
106	Admin Costs	Admin Costs	07/01/2022	06/30/2023	Oxnard CDC Successor Agency	Admin Costs		175,000	N	\$175,000	-	-	-	-	87,500	\$87,500	-	-	-	-	87,500	\$87,500

Oxnard
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.	3,029,216		2,631,686	1,483,138	2,428,255	
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	143,493		-	228,095	5,968,750	
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)	867		2,631,686	1,529,444	4,379,155	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,171,842			111,225	3,819,399	
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			198,451	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$70,564	\$-	

Oxnard
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
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Seventh Annual Recognized Obligation Payment Schedule 2022-23

Finance and Governance Committee

December 28, 2021

Adam Smith, Project Manager



RECOMMENDATION

2

That the Finance and Governance Committee recommend that the Community Development Commission Successor Agency adopt a Resolution approving the Seventh Annual Recognized Obligation Payment Schedule (ROPS) 22-23 covering the period of July 1, 2022 - June 30, 2023.

- As part of the 2011 Budget Act, all redevelopment agencies (RDAs) in the state of California were officially dissolved
 - As a result of eliminating RDAs, property tax revenues are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments
 - The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts
-

- To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA)
 - In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission
 - Each SA has a County Oversight Board (OB) that supervises its work
 - The 7-member County OB is comprised of representatives of the local agencies from Ventura County cities, special districts, K-14 educational agencies
-

- Pursuant to State law, the City's SA is required to prepare an annual Recognized Obligation Payment Schedule (ROPS), documenting the enforceable obligations of the former RDA for the coming fiscal year
- This has been done since 2012
- This ROPS covers the period July 1, 2022, through June 30, 2023 (ROPS 22-23)
- The ROPS must be submitted to the California Department of Finance (DOF) after approval by the County OB, no later than February 1, 2022

ROPS

- The ROPS 22-23 period totals \$10,074,694 in SA enforceable obligations
- These obligations include bond debt service, developer agreement payments, special tax district assessment, property tax analysis agreements, and contracts
- The majority of the SA's ROPS 22-23 enforceable obligations, approximately \$5.8 million, come from bond debt service

- Two notable changes on this year's ROPS include the HERO Riverpark Owner Participation Agreement (affordable housing and public infrastructure) and the Downtown Theater Lease Guaranty
- These two changes only include the updating of each enforceable obligation's termination date
- The General Fund is not responsible for any items on the ROPS

RIVERPARK OPA PAYMENTS

8

- Each fiscal year, the SA's property tax consultant, HdL Coren and Cone, determines the amount of the affordable housing and public infrastructure payments due
- These payments arise from the 2010 MOU to the Owner Participation Agreement with the Riverpark developers, concerning the construction of affordable housing and public infrastructure improvements in Riverpark

- Upon further analysis of the OPA and its accompanying amendments by staff and HdL Coren and Cone, it was determined that the termination dates of both of these payments, November 19, 2032 (Item 24, affordable housing) and July 27, 2035 (Item 40, public infrastructure), should both be updated to June 30, 2036
- The MOU outlines the term as thirty (30) years from the Commencement Date, which is August 25, 2006, and not the date of when the OPA or its amendments were executed

RIVERPARK OPA PAYMENTS

- The change in termination dates has no impact on this year's ROPS obligation but rather extends the termination dates of the Riverpark OPA payments
- The revised total outstanding obligations for Item 24 and Item 40 is now approximately \$10.2 million and \$22 million, respectively, up from the previously reported figures of \$8.9 million and \$19.5 million from the prior year's ROPS

- This year's annual ROPS also contains a change to the Oxnard SA's obligation to the Downtown Theater Lease Guaranty (Guaranty)
- The Guaranty, entered into in April 2004, provides that the Oxnard SA, as Guarantor, agrees to the payment “of all amounts payable by Tenant to Lender pursuant to the Lease and/or Deposit Agreement for Minimum Monthly Rent and Triple Net Charges.”

DOWNTOWN THEATER LEASE GUARANTY

- The Guaranty specifies that the lease guarantee payments continue until twenty-five (25) years after the rent commencement date
- Upon examination by legal counsel, the date was determined to be November 26, 2005, when the theater operator first requested a lease guaranty payment, instead of November 26, 2000
- The change in date effectively pushes back the Guaranty termination date from the previously reported date of November 26, 2025, to November 26, 2030

- The revised total outstanding obligation for Item 52 is now approximately \$12.7 million, up from the previously reported figure of \$5.5 million from the prior year's ROPS
- The change in the termination date has no impact on this year's ROPS obligation but rather extends the termination date of the Guaranty

FINANCIAL IMPACT

14

- Approval of ROPS 22-23 will ensure the SA continues payment of the enforceable obligations and is among the measures required to be taken to avoid triggering an event of default under any enforceable obligations
- Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the ROPS 22-23 on time
- **The General Fund is not responsible for any of these enforceable obligations, including the corrections to the Riverpark and Guaranty termination dates**

- The Seventh Annual ROPS 22-23 must be submitted to the DOF by February 1, 2022
- If this deadline is not met, the City is subject to a civil penalty of \$10,000 every day that a SA is past due on submission



THE END



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: December 28, 2021

TO: Finance & Governance Committee

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

SUBJECT: Purchase of Eight (8) Battalion Chief Command Vehicles. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council ratify the authorization of the Mayor to Execute Purchase Order 8388 in the Amount of \$419,673.90 for the Purchase of Eight (8) Battalion Chief Command Vehicles Chassis through National Auto Fleet.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HrH1K0te1YI>

BACKGROUND

On June 29, 2021, City Council adopted FY 2021/2022 City of Oxnard Budget which included funding in the amount of \$960,000.00 to be utilized for the purchase and up fitting of eight (8) Battalion Chief Emergency Response/Command Vehicles. The eight (8) Battalion Chief Command Vehicles will be utilized in the following manner:

1. Replacement of the two (2) current front line Battalion Chief Command Vehicles which will then be reassigned to the two Fire Department Assistant Chief positions.
2. Replacement of the Fire Marshal's Vehicle which has become cost prohibitive to repair and cannot efficiently operate as an Emergency Response/Command Vehicle.
3. Replacement of the Fire Department Training Chief Vehicle which is 10 years old and will move into a reserve status.
4. Replacement of one (1) Battalion Chief Emergency Response/Command Vehicle which was taken out of service by an emergency response related traffic collision.
5. Three (3) Battalion Chief Vehicles will be utilized as vehicles for the three new Battalion Chief positions that will begin in FY 22/23.

Upon receiving notification of funding in July of 2021 the Fire Department partnered with Fleet Services to create a specification for the command vehicles. National Auto Fleet was able to provide a quote for the vehicles on October 28th at which time the City was notified that the closing date for ordering the model quoted is November 12, 2021. To avoid a one year delay in the ordering and receiving of the eight (8) vehicles, the Department requested an urgent approval as allowed in the City Procurement Policy. The Mayor approved Purchase Order 8388 on November 4, 2021.

DISCUSSION

The eight (8) Ford F-350 chassis will be purchased with cooperative agreement Sourcewell (contract number 120716- NAF valid through January 17, 2022). The Sourcewell agreement meets all requirements set forth in the City of Oxnard's Purchasing Policy and all requirements set forth by the State of California in regards to regional cooperative purchasing agreements. Sourcewell (formerly National Joint Powers Alliance) established an approved vendor list following a nationwide competitive bid process. This process confirms the City still receives the lowest available pricing, meets the competitive bid process requirements, and has been utilized successfully by the City for several previous vehicle purchases.

A second vendor and purchase order will be required for the upfitting of all eight (8) chassis in order to create safe, emergency response vehicles. Upfitting may include mobile data devices, radios, and other equipment to make the vehicles fully functioning emergency response vehicles. Once a vendor is selected for this service a purchase order will be presented for City Council approval.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of the eight (8) Battalion Chief Vehicles will be \$419,674 for the chassis from National Auto Fleet Group with the remaining allocation of \$540,326 to be utilized for the upfitting of the vehicles with custom cabinets, lights, sirens, radios and other equipment by a yet-to-identified vendor. The Fire Department will work with Purchasing to follow City of Oxnard Purchasing Policy in the selection of a vendor to upfit the vehicles.

The Fiscal Year 2021-22 Adopted Budget includes \$960,000 in the Lease Purchase Equipment Fund (313) in Project #222202 (Fire Command Vehicles-8) for recognition of proceeds from the eventual lease purchase to finance the acquisition of vehicles and upfitting. Annual payments for the vehicles and upfitting under the lease purchase will be included in future annual budget requests. After completing the RFP process for lease-purchase financing, staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment with the payment terms and interest rate of the lease purchase for the eight (8) vehicles and upfitting. Staff expects the financing to be in place before the City needs to pay for the equipment, which takes months to manufacture and prepare for delivery.

Prepared by: Aaron Baker, Battalion Chief, Amy Van Atta, Management Analyst II

ATTACHMENTS

1. PO 8388 National Auto Fleet (1)



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.**
008388

DATE: 11/2/2021

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

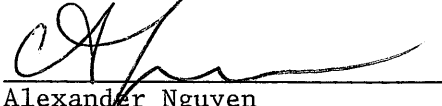
Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/01/2021		0000005777	11/01/2021	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1		EIGHT COMMAND VEHICLE CHASSIS			
	419,673.90			1.0000	419,673.90
	/ DL				

SOURCEWELL AGREEMENT 120716-NAF EXP 01/17/2022
NSS 21-122, NTE: \$419,673.90 (ONE TIME PURCHASE)
COUNCIL APPROVAL TBD
URGENT APPROVAL DUE TO NOVEMBER 12, 2021 FLEET
CUT OFF DATE
NO BTC RQRD*AM

Approved:


Alexander Nguyen
City Manager

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

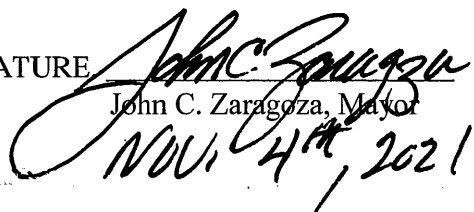
TOTAL PURCHASE AMOUNT

\$419,673.90

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE


John C. Zaragoza, Mayor

Page 1 of 3

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008388**

DATE: 11/2/2021

VENDOR PHONE: (855)289-6572

VENDOR FAX: (831)480-8497

VENDOR #: 18524

VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/01/2021		0000005777	11/01/2021	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		31322608268606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

**PURCHASE ORDERS
TERMS AND CONDITIONS**

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



MEMO

Fire Department
Alexander Hamilton, Fire Chief

Date: November 3, 2021
To: John C. Zaragoza, Mayor
From: Alex Hamilton, Fire Chief *AH*
Subject: Purchase Order 8388 – National Auto Fleet Group

The Fire Department respectfully requests the authorization of Purchase Order 8388 to National Auto Fleet for the purchase of eight (8) Ford 2022 F-350 chassis that will be built into command staff response vehicles. This request is expedited under the Urgent/Urgency provision as allowed in the City of Oxnard Purchasing Policy Manual Section 2.4. The Purchase Order will be ratified at an upcoming City Council Meeting, tentatively December 7th.

The National Auto Fleet Group provided a quotation for eight (8) Ford F-350 chassis that meet the specification for Fire Department emergency response command vehicles as designed with Fleet Services. The quote was finalized on October 28, 2021, at which time the vendor informed the City that the order must be placed by November 12, 2021 to meet the fleet cut-off date. If the order is not placed by November 12, 2021, the City will have to wait until the 2023 Ford F-350 is available, which will delay the deployment of the vehicles by one year. Operationally, this is not an option for the Department.

National Auto Fleet Group has been selected as a vendor for cooperative agreement Sourcwell 120716-NAF with an expiration of 1/17/22. The use of cooperative agreements in the place of three bids is allowed through City of Oxnard Purchasing Policy Manual Section 3.16.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 28, 2021

Ms. Connie Sandoval
City of Oxnard
305 W Third St
Oxnard, Ca 93030

Delivery Via Email

Dear Ms. Sandoval,

In response to your inquiry, we are pleased to submit the following for your consideration:
National Auto Fleet Group will sell, service and deliver at Oxnard, new/unused 2022 Ford Super Duty F-350 (W3B) XLT 4WD Crew Cab 6.75' Box 7.3 Liter Gas Engine to your requirement with the attached specifications for \$45,478.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Units to be Race Red

	One unit MSRP	Selling Price	Total Savings	Extended units (8)	Total Savings
2022 Ford F-350 4WD XLT Crew Cab 7.3 Liter Gas Engine	57,590.00	45,478.00	21.03%	363,824.00	96,896.00
Amp Running Boards		1,857.00		14,856.00	
Two Extra Keys		400.00		3,200.00	
Sub Total		47,735.00		381,880.00	
Sales Tax		4,415.49		35,323.90	
Transportation		300.00		2,400.00	
Tire Tax		8.75		70.00	
Total		52,459.24		419,673.90	

Terms are net 30 days.

Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O / 714-264-1867 C / Buzzard5150@gmail.com



Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15035, Data updated Oct 28, 2021 12:27:00 AM PDT

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✓ Complete)

Selected Model and Options**MODEL**

CODE	MODEL
W3B	2022 Ford Super Duty F-350 SRW XLT 4WD Crew Cab 6.75' Box

COLORS

CODE	DESCRIPTION
PQ	Race Red

ENGINE

CODE	DESCRIPTION
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: Heavy-Duty Alternator (240 Amp), Electronic-Locking w/3.73 Axle Ratio

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

OPTION PACKAGE

CODE	DESCRIPTION
613A	Order Code 613A

AXLE RATIO

CODE	DESCRIPTION
X3E	Electronic-Locking w/3.73 Axle Ratio

WHEELS

CODE	DESCRIPTION
647	Wheels: 18" Chrome PVD Aluminum

TIRES

CODE	DESCRIPTION
TDX	Tires: LT275/70Rx18E BSW A/T (4) -inc: Spare may not be the same as road tire

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box ( Complete)

PRIMARY PAINT

CODE	DESCRIPTION
PQ	Race Red

SEAT TYPE

CODE	DESCRIPTION
2S	Medium Earth Gray, Cloth 40/Console/40 Front Seats -inc: 2-way adjustable driver/passenger headrests and driver's side manual lumbar, Flow-Through Console, 110V/400W outlet in rear

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
17X	FX4 Off-Road Package -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal
17P	XLT Premium Package -inc: 2 front chrome tow hooks and foldable/locking rear under-seat storage, Halogen Fog Lamps, SecuriCode Driver's Side Keyless Entry Keypad, Reverse Sensing System, Unique Chrome Mirror Caps, Wheels: 18" Chrome PVD Aluminum, Heated Driver & Passenger Seats, Body-Color Door Handles w/Chrome Insert, chrome tailgate handle, 8-Way Power Driver's Seat, 2-way passenger adjuster, Autolock/Auto Unlock, 6" Angular Chrome Step Bars, Chrome Exhaust Tip

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
67B	397 Amp Alternator
86M	Dual 78 AH Battery
41P	Transfer Case & Fuel Tank Skid Plates
—	GVWR: 11,300 lb Payload Package
471	Camper Package -inc: heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification, NOTE 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/camper, Rear Stabilizer Bar

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
54F	PowerScope Trailer Tow Mirrors w/Heat -inc: power-folding w/Autofold, telescoping, power glass, turn signal, high intensity LED security approach lamps and utility lighting system (LED side-mirror spotlights)
435	Power-Sliding Rear-Window w/Defrost
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others
595	Halogen Fog Lamps
61N	Front & Rear Wheel Well Liners (Pre-Installed)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
16T	All-Weather Floor Mats -inc: Doesn't include carpet floor mats
166	Carpet Delete -inc: Replaced w/black flooring *CREDIT*
76R	Reverse Sensing System

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15035, Data updated Oct 28, 2021 12:27:00 AM PDT

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 200 Amp Alternator

Trailer Wiring Harness

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

4260# Maximum Payload

GVWR: 11,100 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments (STD)

Tires: LT275/65R18E BSW A/S -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15035, Data updated Oct 28, 2021 12:27:00 AM PDT

Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✓ Complete)

Exterior

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Chrome Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Manual Extendable Trailer Style Mirrors
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Fixed Rear Window
Variable Intermittent Wipers
Privacy Glass
Aluminum Panels
Black Grille w/Chrome Accents
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Cargo Lamp w/High Mount Stop Light
Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Perimeter/Approach Lights
Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
Radio: AM/FM Stereo/MP3 Player -inc: 7 speakers
Fixed Antenna
Streaming Audio
SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touch screen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports
SiriusXM Radio -inc: a 3-month prepaid subscription and 1 I/P mounted center speaker, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc
Bluetooth Wireless Phone Connectivity

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Entertainment

2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents

Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

3 12V DC Power Outlets

Full Overhead Console w/Storage and 3 12V DC Power Outlets

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Pickup Cargo Box Lights

Smart Device Remote Engine Start

110V/400W Outlet -inc: 1 in-dash mounted outlet

Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Interior

Delayed Accessory Power
Power Door Locks
Systems Monitor
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Perimeter Alarm
Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) and Ford Co-Pilot360 - Cross-Traffic Alert
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Back-Up Camera

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box

MSRP:\$48,655.00

Interior:Medium Earth Gray, Cloth 40/Console/40 Front Seats

Exterior 1:Race Red

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W3B	[Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box	\$48,655.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
166	Carpet Delete	(\$50.00)
16T	All-Weather Floor Mats	\$130.00
17P	XLT Premium Package	\$2,995.00
17X	FX4 Off-Road Package	\$400.00
2S	Medium Earth Gray, Cloth 40/Console/40 Front Seats	\$300.00
41P	Transfer Case & Fuel Tank Skid Plates	Inc.
435	Power-Sliding Rear-Window w/Defrost	\$405.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
471	Camper Package	\$160.00
54F	PowerScope Trailer Tow Mirrors w/Heat	\$280.00
595	Halogen Fog Lamps	Inc.
613A	Order Code 613A	\$0.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
647	Wheels: 18" Chrome PVD Aluminum	Inc.
67B	397 Amp Alternator	\$115.00
76R	Reverse Sensing System	Inc.
86M	Dual 78 AH Battery	\$210.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,705.00

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Vehicle: [Fleet] 2022 Ford Super Duty F-350 SRW (W3B) XLT 4WD Crew Cab 6.75' Box (✓ Complete)

PQ	Race Red		\$0.00
TDX	Tires: LT275/70Rx18E BSW A/T (4)		\$265.00
X3E	Electronic-Locking w/3.73 Axle Ratio	Inc.	
—	GVWR: 11,300 lb Payload Package		\$0.00
SUBTOTAL			\$55,895.00
Adjustments Total			\$0.00
Destination Charge			\$1,695.00
TOTAL PRICE			\$57,590.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

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):**
- ☒ **Cooperative Procurement/Piggy-Back Agreement**
- ☐ **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 & Vendor: # **#18524 - National Auto Fleet Group**

Requisition No. (Please contact Purchasing if you require assistance): # 5777

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 Manager/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.
- ☒ Cooperative Agreement: Multi-State agreements for supplies and services available for use by State and local Government agencies. **Please state source/contract #** Sourcewell 120716-NAF exp 1/17/22

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.



**Purchasing Department
Purchasing Procedure**

**Negotiated Contract
Sole/Single (NSS Form)**

4. Please provide a written explanation of justification for this product/service below:

Purchase of eight Ford F-350 2022 chassis to be ordered using Sourcewell cooperative agreement. Closing date for model year orders is November 12, 2021, a.k.a. "fleet order cutoff date". If date is missed the project will be pushed back by one calendar year, which will not meet department operational needs to outfit current and expanded staff with response vehicles; this includes the second Battalion.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 22	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	419,673.90			
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	419,673.90			

6. Period of Performance:

From:		To:		Or One-Time Purchase	x
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I HEREBY CERTIFY THAT:

- 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.
- There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Fire

Requestor Name (Print Name): Aaron Baker

Authorized Department Director or designee: Alex Hamilton

Please print

Sign name

Date: 11/1/21

Below to be processed by Purchasing:

☐ Approved or ☐ Denied

Notes:

Purchasing Buyer: /

Up to \$25,000

Please Print

Please Sign

Date:

Purchasing Manager: Daniel Willhite

DocuSigned by:

Daniel Willhite

11/4/2021 | 12:42 PM PDT

Up to \$100,000

Please Print

Please Sign

Date:

City Manager: Alexander Nguyen

Up to \$200,000

Please Print

Please Sign

Date: 11/04/2021

*Over \$200,000.01 will be approved by Purchasing Agent after Council approval.

Tentative Council Date: 12-7-21

Tracking number assigned by the Purchasing Department only.

Tracking#	21-122	Not to Exceed Amount:	\$419,673.90	FY:	21-22
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National Auto Fleet

Cars, Trucks, Vans, SUVs, & Other Vehicles

#120716-NAF

Maturity Date: 01/17/2022

Contract Documents



Contract Documents

Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services

Contract #120716-NAF

Effective 01/17/2017 - 01/17/2022

Contract Documentation

-  **Request for Proposal (RFP)** (552.44 KB)
-  **Contract Forms** (2.53 MB)
-  **Contract Acceptance & Award** (292.26 KB)
-  **Contract Extension** (85.76 KB)

Competitive Solicitation Documentation

- **Affidavit of Advertisement** (2.33 MB)
- **Proposal Opening Witness Page** (676.7 KB)
- **Proposal Evaluation** (284.59 KB)
- **Evaluation Committee Comment & Review** (435.06 KB)
- **Board Minutes** (78.79 KB)

Become a Member

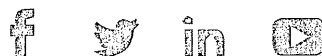
Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezlQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



[Sourcewell for Vendors →](#)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

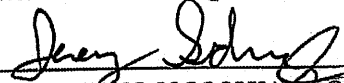
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

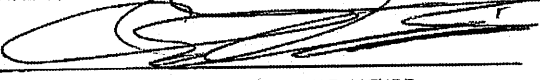
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

JESSE COOLEY
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF